AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
0003	18-Feb-2004	W68MD9-3314-5415	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329	W912DW	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
	X	9A. AMENDMENT OF SOLICITATION NO. W912DW-04-R-0011
	X	9B. DATED (SEE ITEM 11) 22-Jan-2004
		10A. MOD. OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE / FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [X] is extended, [ ] is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

[ ] A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[ ] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

W912DW-04-R-0011, SNOQUALMIE RIVER PROJECT, BRIDGE AND TRESTLE DEMOLITION, SNOQUALMIE FALLS, WASHINGTON

1. This Amendment Three (0003) provides for the following:

a. Revision A to drawing sheets 2 and 3

b. Revision to Sections 00800 SPECIAL CLAUSES, 01001 Supplementary Requirements and Attachments A (Hydraulic Project Approval Permit), B (401 Water Quality Certification) and C (Substantial Development Permit SH 00-08), 01354 Environmental Protection (Including Water Quality Protection Plan), 01451 Contractor Quality Control, and 02220 Demolition.

c. Addition of Sections 02921 Seeding and 02930 Exterior Planting.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 18-Feb-2004

d. Modification No. 3 dated 13 February 2004, to Davis Bacon Wage Determination No. WA030001, is hereby incorporated into the solicitation.

e. The minutes of the Preproposal Conference dated 6 February 2004 are incorporated herein. These minutes are provided for information purposes only and are not part of the contract.

2. The attached revised sections are to be replaced in their entirety. Specification changes are generally identified, for convenience by strikeout for deletions, and underlining of text for additions. All portions of the revised or new pages shall apply whether or not changes have been indicated.

3. The proposal due date and time is extended as follows:

26 February 2004 at 2:00 p.m., LOCAL TIME

4. NOTICE TO OFFERORS: Offerors must acknowledge receipt of this amendment by number and date on offer or by telegram. Please mark on outside of the envelope in which the offer is enclosed to show amendment received.

Encl:
Drawing C-1 (revised)
Drawing C-2 (revised)
Section 00800 (revised)
Section 01354 (revised)
Section 01451 (revised)
Section 02220 (revised)
Section 02921 (new)
Section 02930 (new)
Davis Bacon Wage Determination No. WA20030001, Mod 3 dated 13 February 2004
Preproposal Minutes (new)

SNOQUALMIE RIVER PROJECT

BRIDGE AND TRESTLE DEMOLITION

SNOQUALMIE FALLS, WASHINGTON

RFP NO. W912DW-04-R-0011

PREPROPOSAL CONFERENCE

FRIDAY, FEBRUARY 6, 2004

MS. LACKEY: Good morning. I'm Bonnie Lackey, contract specialist with the Seattle District Army Corps of Engineers for the Snoqualmie River Project, Bridge and Trestle Demolition, Snoqualmie Falls, Washington.

When you ask a question, be loud enough for the court reporter to hear you, and state your name and company name. This includes government personnel also.

The site visit was held on Wednesday, February 4th. Does anybody have any questions about Section 00110? That was the Proposal Submission and Evaluation section.

It's the intent of the government to make award upon initial offers without discussions or additional information. Your proposal should be submitted initially on

the most favorable terms from a price and technical standpoint. Do not assume you will have the opportunity to clarify, discuss, or revise your proposal. Evaluation is based exclusively on the merits and contents of the proposal. Offers not meeting the minimum requirement of all technical evaluation factors shall be determined to be nonacceptable and will not be considered for award.

Technical proposals will be evaluated on an acceptable or nonacceptable basis. Award will be made to the lowest price technically acceptable offer. An unacceptable determination on any one criterion will deem the entire proposal to be unacceptable.

In Paragraphs 3 and 5, there are instructions on what and how to submit your proposal. Technical proposals and price proposals should be submitted separately. A bid bond is required for this project.

Technical inquiries after today are to be submitted via the Internet. A password is required. Offerors can obtain their password by going to www.projnet.com, clicking on the bidder inquiry and filling out the form provided, and then clicking "continue." These detailed instructions are included in the solicitation package. The contractor sees only his original question and official response. You will not see any other evaluations or correspondence with competing contractors. If the question requires an

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amendment, one will be issued. At a later date, we'll issue an amendment with all bidder inquiries and the responses so everyone will have the same information. These minutes from this conference will also be included in the amendment.

If there are no questions regarding Section 00110, we'll start your questions. Again, if you have a question, please state your name and your firm name and your question.

MR. BOWMAN: My name is Joel Bowman with Boss Construction, and I'm not positive if this is in 110. But the caveat here about the government purchasing the property, that needed to be done before the project would be awarded?

MS. LACKEY: That wasn't supposed to be in there.

MR. BOWMAN: Oh, it's not supposed to be in there? So that's a nonissue?

MS. LACKEY: Right. We had two solicitations out there, and that was supposed to have not -- we decided not to take it off. But you're right, it's not supposed to be in there. Isn't that correct?

MR. ROSSIGNOL: Yes.

MR. BOWMAN: Another question. It seemed like parts of the specs were pretty entwined with the channel widening project, because it mentioned that we would need the relevant experience involving submerged rock, I think in 4.1 of 0100. Is that a requirement for the bridge removal?

MS. LACKEY: Which one? I'm sorry. Bonnie Lackey. Which one was that? 4.1?

MR. BOWMAN: Yeah. In 4.1 it says the relevant experience of firms proposed for the team with similar projects. It says -- it's defined as work having relevant experience is defined as work involving submerged rock and unclassified excavation near facilities, structures, and public areas. And it goes on. But I just wondered if that's a requirement for the bridge demolition project, or that's a requirement for the channel widening project.

MR. BEAN: If I could jump in, Tom Bean. I am with King County. I was involved in writing the qualifications. That's an error if it's listed in the contract spec for the bridge. Those specs were meant for the other contract which is part of this project. But there is no rock work or below ground excavation permitted or intended as part of the bridge removal, and there's no need for experience with those aspects of the other project for this contract.

MS. LACKEY: Bonnie Lackey. I'll amend that.

MR. BOWMAN: Okay. And in the same section, it talks about the project manager, that he has to have a degree in civil engineering and that we would have to have a contractor quality control person, I think, on site at all times. Is that -- and list experience and education that he

must have. I mean, we're dealing with a pretty small contract here in the bridge demotion, and I was wondering if that's something that's also required.

MR. ROSSIGNOL: Yes. Steve Rossignol.

MS. LACKEY: Anybody have any questions?

MR. BOWMAN: Does that include any other part of the specs? Not just 00110?

MS. LACKEY: Oh, yes. That was just the part that I'm familiar with.

MR. BOWMAN: Okay. Also mentions that the contractor will employ a safety, occupational and health person full-time on site also. I think it's Page 01001-3.

MR. ROSSIGNOL: This is the bid package.

MS. LACKEY: It's probably in the back.

MR. ROSSIGNOL: Repeat the spec section again.

MR. BOWMAN: I think it was Page 01001-3.

MR. ROSSIGNOL: Steve Rossignol with the Corps of Engineers. Yes, it is a requirement.

MR. BOWMAN: Okay.

MR. NICKELL: Greg Nickell with Iconco. Your question was full-time? Was that your question?

MR. BOWMAN: Well, yeah. It says "all hours" here.

MR. ROSSIGNOL: Steve Rossignol again. Yes, because of the complexity of the type of work, we do require

a full-time safety person.

MR. NICKELL: Okay. And as far as the contractor quality control, since we're not building anything but we're involved in demolition, he also needs to be there full-time anyway?

MR. ROSSIGNOL: Yes, because there is paperwork that the quality control and quality assurance people need to do on a daily basis. So, yes.

MR. NICKELL: Thank you.

MR. BOWMAN: Joel Bowman, Boss Construction again. Is there a raptor pole for the osprey nest that's spoken about?

MR. ROSSIGNOL: Is there a pole? I'm sorry?

MR. BOWMAN: Are we to install a raptor pole for the osprey nest?

MR. ROSSIGNOL: Steve Rossignol. Yes.

MR. BEAN: Excuse me, Steve. Tom Bean, King County. No, that's not part of the contract. That will be a separate effort, but under another contract. And so it's not part of this contract.

MR. ROSSIGNOL: It's under the widening project.

MR. BEAN: Actually, it's not. It's a third effort, and right now it's a subject of some discussion. For purposes today, it's not part of the bridge removal or the channel excavation contract. The discussion had been

that the environmental group here would run with a separate contract using a small service provider who has done poles for the Corps many times, and that would be just a separate work effort to just come in and put up a pole. But the city has wanted to accelerate the schedule, and so there's discussion now about perhaps having the city or other parties do the work in advance of when the Corps might otherwise have it done.

But the short answer, it's not part of this contract.

MR. ROSSIGNOL: There was, in that same discussion, there was talk about pulling the pole out once the contractor installed the pole, because they were going to get a right-of-way on the city property. So it's -- yeah.

MR. BEAN: We may have created some confusion in the paper. I believe that's quite possible.

MR. ROSSIGNOL: Yeah. So at this point, I would say let's leave it in, and we're going to have to clarify that through an amendment to the powers that be, whether or not it's going to stay in the contract.

MR. BOWMAN: Is it shown in the drawings? I only read it in some of the letters in the permitting portion.

MR. ROSSIGNOL: No.

MR. BEAN: There have been drawings on a standalone basis. And it was just a very simple -- typical

of what a pole looks like. And they were talking about turning loose, again, a separate effort that Mike Scuderi from the environmental group is going to run with.

MR. BOWMAN: Thank you. I think there would be additional information required if it's part of this contract. There would be additional information required in order to bid on it, because there is no information.

MR. BEAN: I would agree with you.

MR. ROSSIGNOL: So my recommendation to you is to go into Dr-Checks and submit it as a question, and make a caveat that there is nothing detailing the type of pole or if it is to actually be included in this contract.

MR. BOWMAN: That doesn't happen through this process? It would need to be done in addition?

MR. ROSSIGNOL: It would need to be done in addition, yes. Everything has to go through Dr-Checks, as far as questions, because of the fact that we have to have it accessible to everybody. Is that not true?

MS. LACKEY: That's true.

MR. BOWMAN: And I apologize, I'm not familiar with that.

MS. LACKEY: It's in the specification right on the other side of the instructions to offerors.

MR. BOWMAN: So the questions that I'm asking, I should --

MR. ROSSIGNOL: Reiterate them in Dr-Checks.

MR. BOWMAN: Okay. Don't you make the minutes of this --

MR. ROSSIGNOL: Available? Yes.

MS. LACKEY: That doesn't change the specification. So it's just for your information, and we send it to everybody on the plan holders list.

MR. BOWMAN: Joel with Boss Construction again. The HPA says that work can be done April 15th through December 31st, 2004. But in the specs, it mentions that it would be July 1st through -- in another location there in Section 1354-6 it says it will be July 1st through September 15th.

MR. ROSSIGNOL: That's an error in the contract.

MR. BEAN: Actually, it's not. Let me back up. The reason that you've got two different windows is, in fact, you've got three different agencies who are involved in regulatory issues on the project: The HPA from the State gave us a very generous window, but there was a tighter window required by the two federal agencies protecting endangered fish in the river. And so that's where the July 1 to September 15 window comes from, and it governs -- the State allows work in that time period and the State would allow work in excess of that time period if the federal agencies would.

Now, having said that, the strict application of the federal window on bridge removal is something that I'm not positive is definitely necessary. In other words, the federal window was applied to a single biological assessment for a single project that included the channel widening. And they were very concerned about excavation in the river that would cause turbidity problems downstream. And that was being heavily restricted. And there may be an opportunity for a clarification to extend the timeline for this project, if that's necessary.

MR. ROSSIGNOL: So, again, add it into Dr-Checks, and we'll send it up the flag pole to get a better clarification. And if the specifications need to be amended, then it will be amended at that time.

MR. BOWMAN: But for now, we should assume that works needs to take place between July 1st and September 15th?

MR. ROSSIGNOL: Yes.

MR. BOWMAN: Joel again, Boss Construction. In Section 01354, Page 8, 2.F, it says that there's a minimum of six monitoring stations required. And I would assume, again, that's for channel widening? Or does it apply to the bridge demolition?

MR. ROSSIGNOL: What page, again?

MR. BOWMAN: I think it's 01354, Page 8, 2.F,

Roman Numeral IX.

MR. ROSSIGNOL: No, it's talking about turbidity, that we have to monitor the turbidity and making sure that we're not -- and meeting the Washington State standards for water quality, standards for turbidity. So, no, that is in reference to this contract, as well.

MR. BOWMAN: The Attachment B shows the location of six monitoring places, and they're all right around -- well, one, I think the most upstream one is at the highway bridge. I believe that's 202. And they go downstream from there to below the falls. So there wouldn't be any -- it's not showing any near the railroad bridge. And beings that the work on the channel widening would very -- well, would be taking place at the same time, are we to monitor exactly where they're monitoring?

MR. ROSSIGNOL: That's a good question.

MR. BEAN: Tom Bean again from King County. Once again, this is an artifact of the way we permitted a bigger project that includes two contracts. And you're quite correct about the reasons for these requirements; they're related to the other project. The HPA requirements still do apply to any work near the river. And if there were a turbidity impact for work done here, it would be limited to the same 5 NTU above background threshold as a compliance point that would be just 300 feet downstream of the work.

And so what you have is a lot of detail that was written for the excavation aspect of the larger project; not specifically related to this contract. And I'm afraid that there hasn't been a good job of translating the real 5 NTU requirement which does apply into a reasonable operation for this smaller project.

You should not have to do any monitoring below the falls. And my vision of the way this project should come together is that there will probably be some monitoring requirements just to prove that, indeed, there was no turbidity caused by working above the river.

MR. ROSSIGNOL: What I would recommend is, again, put it into Dr-Checks. We're well aware of the conflicts between the specifications. But for water quality, it's better to err on the side of being conservative than it is to err the other way and mislead you. So put it into Dr-Checks and we'll send it up the flag pole.

MR. BOWMAN: Joel again with Boss Construction. It talks about pulling the piles with a 160-horsepower excavator and with the hydraulic thumb. If it's unable to pull them, we can cut them off level. However, the one bridge pier towards the right bank -- I guess what I'm asking is, it talks about those being pulled.

MR. ROSSIGNOL: Um-hmm.

MR. BOWMAN: And so is it the intent that they be

pulled with a vibratory hammer? Is that permissible?

MR. ROSSIGNOL: That's a good question. Alls I see is a lot of turbidity if you do pull it with a vibratory. Put it into Dr-Checks. I can't answer that.

MR. BOWMAN: Okay. And it mentions that when piles are pulled, that the holes need to be backfilled and tamped. Does that need to take place when the piles are extracted in the water?

MR. ROSSIGNOL: Do you know anything about that?

MR. BEAN: You know, I want to reread the way this spec was written. But the discussion with the agencies was that the piles in the river would simply be cut in order to avoid excavation in the river. And I was party to that discussion. That was my latest understanding of the way the contract was going to read. And as far as the excavator standard, that was tailored to the trestle where you obviously have something to put an excavator on and pull with. That's obviously not applicable out on the right bank in particular where there's nothing nearby to use as support for an excavator if you're pulling piers. So I guess it seems clear to me that we've been unclear, collectively.

MR. ROSSIGNOL: So, again, put it in Dr-Checks.

MR. BOWMAN: I was unable to be at the walk-through, although I did look at the site when the channel widening walk-through was scheduled. But my impression is

that what -- we have the trestle and the steel truss to remove, two piers, foundation piers for that. There's nothing going further west, is there? Is there something past -- I didn't see anything in the water, but is there something past on land that needs to be removed on the west side?

MR. ROSSIGNOL: Just the trestle, the wooden trestle approach.

MR. BOWMAN: Excuse me. It would be the right bank. Is there any demolition that happens on the right bank past the last pier for the truss?

MR. BEAN: No.

MR. ROSSIGNOL: The columns that are still in the water on the right bank.

MR. BEAN: We didn't include that in the contract. There was discussion long ago of taking out everything all the way over to the Weyerhaeuser mill, but that's been dropped. You may find old timers who remember that as part of the project.

MR. BOWMAN: Is there a way that we can get either a manufacturer or the old drawings for the steel trestle we can calculate weights? Or can you tell us, estimate bridge weight?

MR. ROSSIGNOL: That was asked at the site walk, and I would recommend putting it into Dr-Checks. Somebody

mentioned -- and how true it is, I don't know -- but somebody did mention that it is, because it's a Weyerhaeuser bridge, they may have as-built drawings of that. To my knowledge, that has not been researched. So put it into Dr-Checks. And then if it is available, we'll try and get it. But otherwise, we have no knowledge of the tonnage or anything else.

MR. BEAN: One suggestion I would offer -- Tom Bean from the county, again -- is the Northwest Railway Museum which is in Snoqualmie and maybe a mile upstream of this bridge in the old depot in the heart of old downtown Snoqualmie. And Richard Anderson, who is the executive director, may be able to help. I don't know if Richard has old drawings. But the museum actually was the former owner of this bridge and had visions of using it in their tourist train operation before it started failing.

MR. ROSSIGNOL: So we'll have to make that available to the people upstairs so that they can contact him instead of having all of you guys contact him.

MR. BEAN: Very good.

MR. ROSSIGNOL: He might get upset with us.

MS. LACKEY: Any other questions?

MR. BOWMAN: The approach from the highway, maybe I read it and I don't remember. Do we -- we can remove all the rail and ties right up to the trestle and the rest of

the way, so that from the road on there are no railroad --

MR. ROSSIGNOL: Yesterday or the day before when we were out there, there was no rails beyond the road, nor was there --

MR. BEAN: No, I believe there are rails. There are rails.

MR. BOWMAN: Across the road?

MR. STOKES: They go across the road and to -- there's rails on the other side of the place,

MR. ROSSIGNOL: Again, ask it in Dr-Checks.

MR. BOWMAN: I was just wondering for access of equipment, if we can actually remove those ties and make a roadbed.

MR. ROSSIGNOL: Yeah, that would be a good question to ask.

MR. STOKES: They show a 30-foot pass you can build to go in there. So obviously you would have to replace or remove them.

MR. BOWMAN: Joel from Boss. One other question. I noticed in some of the permitting agencies that we need to replant, obviously, whatever vegetation we affect in there doing the demolition. But I didn't see anything anywhere that specified what to replant with, or what --

MR. ROSSIGNOL: What the restoration is? Right now it has berry bushes on it. You want to plant berries?

MR. BOWMAN: It sounded like they didn't want that back.

MR. BEAN: There actually has been specific discussion, and there is a list that was given to the permit agencies. It seems it should have been referenced in the shoreline permit, which I believe is appended in the specs. I think that's where it might show up. But in any case, there is a list. And if it has to be issued by amendment, it's available. It's just native plants.

MR. ROSSIGNOL: Yes. And native plants are not Scotch broom.

MR. BOWMAN: Or Himalayan blackberry.

MR. STOKES: Chris Stokes. Where can we be allowed to bring in floats if we need to, or to work out on the river, pull piles or whatever, cut them?

MR. ROSSIGNOL: There is a location upstream.

MR. BEAN: Yeah, there is a boat ramp. It's not much of a boat ramp. It's not maintained as a ramp, but we've used it to put equipment on the river in the past. It's off the Reinig Road, east of Meadowbrook. And so it's on the north bank of the river, and there's quite a few shoals in between that and the project site. But there is a green gate. I have a key to that gate. I would be happy to open it for you.

MR. STOKES: At that boat ramp?

MR. BEAN: At that ramp above the Reinig, actually upstream of the trail bridge. Does everyone know that location? The mill pond is a big lake just south of the Weyerhaeuser mill, so it's north of the river, east of the heart of downtown Snoqualmie. At the southeast corner of that mill pond, there's an old bridge, an old railroad bridge that crosses the Snoqualmie River and it is the Snoqualmie River trail, the Snoqualmie Valley Trail.

And immediately upstream of that bridge, maybe a hundred feet, 150 feet, there is a ramp, a gated boat ramp from the north side onto the river. And I have a key to that gate, so the county will open that gate if, indeed, you need access through it.

MR. BOWMAN: And that obviously is upstream?

MR. BEAN: (Nods head affirmatively.)

MR. ROSSIGNOL: To back up for the planting, I would recommend that you direct your question to Dr-Checks. It may be -- I'm looking, but I don't see it yet in the specifications, and that needs to be spelled out very clearly what type of vegetation needs to go back to restore the area. So please submit that to Dr-Checks, and we'll go ahead and come out with an amendment.

On the letter addressed from the Department of Ecology on the 20th of September, 2002, to Paul W. Cook, it says in Section E and then Paragraph E2 under Mitigation: Native

trees, minimum six feet tall in height shall be planted at 11 foot centers along the Snoqualmie River upstream of the Snoqualmie River Falls. The plant -- and I'm assuming that this is, even though it sounds like it's tied to the lower river, it's still applicable for the upper river.

MR. BEAN: Well, yes and no. That's another standalone work effort. And what's going on is the state required mitigation to plant new vegetation along the rivers in order to compensate for the fact that the excavation project is taking some out. And so the Corps is providing materials to the city. The city is, in turn, installing the materials through volunteer labor on park property. It's not part of the project site and it's certainly not part of bridge removal contract.

MR. ROSSIGNOL: Okay. So we need to add that into Dr-Checks for clarification.

MR. BEAN: But that was a specific mitigation for a specific part of the other project. The issue of replacing any vegetation disturbed here is still germane to this contract. This contract, the contractor here needs to clean up this part of the site, not make up for other issues elsewhere.

MR. ROSSIGNOL: Yeah. But we still need to restore the vegetation of some type back in that area so that we don't have any erosion, especially down into the

river.

MR. BEAN: Agreed.

MR. ROSSIGNOL: So please add that into Dr-Checks so that we can get a better handle on that.

MR. BOWMAN: To be honest with you, I'm not sure I'm going to do that because with the specification that the project manager must be a civil engineer, that kind of disqualifies me.

MR. ROSSIGNOL: Ask the question in Dr-Checks. It's -- I can't deviate from what is printed here, but an amendment can be issued to deviate from this specification. I can only tell you to bid it as you see it, unless there is an amendment. So if the question goes unasked, then, yeah. So you need to ask the question.

MR. BEAN: And on the specific issue of qualification -- Steve, I apologize if I step over the line a little, but I'm playing kind of a devil's advocate role, if you will. The county is putting dollars in here. I didn't write the plan, I didn't write the specs. I helped negotiate some of the deals that made the permits possible.

But I will be meeting in what we call our project coordination team on Monday morning, and we will discuss the real need for a CE graduate to oversee bridge demolition. We discussed this at length for the other contract. And I am personally, as a civil engineering graduate, not at all

confident that that qualifies me to do your job. And I just think that there is good reason for the project coordination team to take up this issue again. And that's about as much as I can say.

Obviously, nothing would change unless there is a specific amendment. And you'll get, as with any other guidance on this, you'll get direction from the Corps rather than from anybody else. But we'll talk about it.

MS. LACKEY: Any more questions?

MR. REICHELT: Eric Reichelt, ACC-Hurlew. Has anybody ever taken any paint samples of the bridge to know if there's lead paint on it? And if there is, do we have to tarp the underside of the bridge when we demo it?

MR. ROSSIGNOL: We have to comply with Washington State DOE requirements and EPA requirements. To my knowledge, there hasn't been a sample taken. Write it in Dr-Checks, and we'll be able to answer that question. Somebody may have somewhere else, where they have done samples. It didn't look like there was much paint left on that bridge.

MR. BEAN: Not my expertise at all. I won't speak on that one.

MR. REICHELT: Not many of them around that don't have it.

MR. ROSSIGNOL: The red lead? Yeah.

MR. REICHELT: It's turned out to be a big issue, because you're over the waterway if you cut the bridge apart. There's been some contractors in big trouble over that.

MS. LACKEY: Anyone else? Thank you for coming.

(Meeting concluded.)

Transcribed by: Sandra D. Knipschield, RPR

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SPECIAL CLAUSES

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SECTION 00800

SPECIAL CLAUSES

SC-1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) (FAR 52.211-10).

The Contractor shall be required to (a) commence work under this Contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 180 calendar days after date of receipt by Contractor of the notice to proceed. The time stated for completion shall include final cleanup of the premises. See Section 01005 SITE SPECIFIC SUPPLEMENTARY REQUIREMENTS, paragraph 1.5 for construction sequence and scheduling requirements.

SC-1.1 DELETED

SC-2. LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000) (FAR 52.211-12)

(a) If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of $730.00 for each day of delay.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

SC-3. TIME EXTENSIONS (APR 1984) (FAR 52.211-13) Notwithstanding any other provisions of this Contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the Contract completion date will be extended only for those specific elements so delayed and that the remaining Contract completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

SC-4. DELETED

SC-5. INSURANCE (JAN 1997) (FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance period of this Contract at least the kinds and minimum amounts of insurance required in the Insurance Liability Schedule or elsewhere in the Contract.

(b) Before commencing work under this Contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies

evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective:

(1) for such period as the laws of the State in which this Contract is to be performed prescribe; or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this Contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the Contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

SC-5.1 REQUIRED INSURANCE IN ACCORDANCE WITH FAR 28.307-2:

(1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when Contract operations are so commingled with a Contractor's commercial operation that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) General Liability.

(a) The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least $500,000 per occurrence.

(b) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(3) Automobile liability. The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Contract. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) Environmental Liability If this contract includes the transport, treatment, storage, or disposal of hazardous material waste the following coverage is required.

The Contractor shall ensure the transporter and disposal facility have liability insurance if effect for claims arising out of the death or bodily injury and property damage from hazardous material/waste transport, treatment, storage and disposal, including vehicle liability and legal defense costs in the amount of $1,000,000.00 as evidenced by a certificate of insurance for

General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

SC- 5.2 EXTRA INSURANCE COVERAGE

5.2.1 Contractor shall protect, defend, indemnify and hold harmless, King County, the City of Snoqualmie, the State of Washington, the Snoqualmie Tribe, and PSE, their appointed and elected officials, officers, directors, employees, and agents (collectively "Indemnified Parties") from and against any and all actions, claims, costs, damages, demands, expenses, fines, judgments, liens, liabilities and penalties of any kind whatsoever arising from the tortious or wrongful acts, errors, or omissions of the Contractor or any of its subcontractors.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of indemnifying party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the indemnified party(s) only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed by them.

Intended Third Party Beneficiaries. It is the express intent and agreement of the Contracting Parties of this Contract that the "Indemnified Parties" identified above, other than the Government, SHALL BE THIRD PARTY BENEFICIARIES OF SUCH INDEMNIFICATION PROVISIONS WITH FULL RIGHTS TO ENFORCE SUCH INDEMNIFICATION PROVISIONS.

5.2.2 Contractor shall procure and maintain during the entire period of its performance under this Contract the following insurance policies:

1. By requiring this insurance coverage, the Government shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

2. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement. The limits or scope of coverages shall not limit or qualify the Contractor's liability or obligations to the Indemnified Parties.

3. The Contractor shall furnish to the Contracting Officer a certificate or statement of the insurance required under this Section prior to the commencement of work under this Contract. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Indemnified Parties in such insurance shall not be effective for such a period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 45 days after written notice thereof to the Contracting Officer and the Indemnified Parties. The Contracting Officer and the Indemnified Parties shall have the right, upon written notice, to receive certified copies of the policies required hereunder.

4. The Contractor will be required to submit to the Contracting Officer a certification from the Contractor's insurance carrier(s) that the amount inserted by the Contractor in the item entitled "Additional Cost for Extra Insurance" of the Price Schedule represents only the additional premium paid by line of insurance coverage by the Contractor as a direct result of additional insurance costs to meet the specific insurance requirements of this Section and excludes those premium costs which would have otherwise been incurred by the Contractor if the extra insurance requirements had not been exercised.

5. Payment items for insurance premiums procured by the Contractor under Paragraph 4 of this Section shall be made at the contract lump sum price listed in the Bidding Schedule as "Additional Cost for Extra Insurance."

The Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property, including products-completed operations which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representative, employees, and/or sub-contractors. The cost of such insurance shall be paid by the Contractor or sub-contractor. The Contractor may furnish separate certificates of insurance and policy endorsements from each sub-contractor as evidence of compliance with the insurance requirements of this Contract.

6. For All Coverages:

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

(A) Minimum Scope Of Insurance

Coverage shall be at least as broad as:

(1) General Liability: Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY including products-completed operations. The policy shall not exclude coverage for damage from sudden and accidental explosion, collapse and/or underground damage (XCU).

(2) Professional Liability: Professional Liability, Errors and Omissions coverage. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided. "Professional Services", for the purpose of this Contract section shall mean any services provided by a licensed professional.

(3) Automobile Liability: Insurance Services Office form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. Coverage shall not exclude incidents relating

to the transport of blasting materials. If “pollutants” as excluded under the Standard Commercial Auto policy are to be transported, endorsements CA 9948 and MCS-90 are required.

(4) Workers’ Compensation: Workers’ Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.

(5) Employers Liability or “Stop-Gap”: The protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the General Liability policy.

(6) Contractor’s Pollution Liability: coverage to cover sudden and non-sudden bodily injury and/or property damage to include the physical injury or destruction of tangible property, loss of use, clean up costs and the loss of use of tangible property that has not been physically injured or destroyed.

(B) Minimum Limits of Insurance

The Contractor shall maintain limits no less than, for:

General Liability: $ 10,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a $10,000,000 aggregate limit.

Professional Liability, Errors and Omissions: $ 1,000,000

Automobile Liability: $ 5,000,000 combined single limit per accident for bodily injury and property damage.

Workers’ Compensation: Statutory requirements of the State of residency.

Employers’ Liability or “Stop Gap” coverage: $ 1,000,000

Contractor’s Pollution Coverage: $ 1,000,000 per occurrence.

(C) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the Government. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the Indemnified Parties and shall be the sole responsibility of the Contractor.

(D) Other Insurance Provisions

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

(1) Liability Policy(s) (Except Workers Compensation and Professional):

a. The Indemnified Parties are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract.

b. The Contractor's insurance coverage shall be primary insurance as respects Indemnified Parties. Any insurance and/or self-insurance maintained by The Indemnified Parties shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

c. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

d. The General Liability policy shall include a Per Project Aggregate.

(2) All Policies:

a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) calendar days prior written notice has been given to the Government.

(E) Acceptability of Insurers

Unless otherwise accepted by the Government:

Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII. Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the Government. If at any time of the foregoing policies fail to meet the above minimum requirements, the Contractor shall, upon notice to that effect from the Government, promptly obtain a new policy, and shall submit the same to the Government, with the appropriate certificates and endorsements, for approval.

(F) Verification of Coverage

The Contractor shall furnish the Contracting Officer and The Indemnified Parties, upon written notice, with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the Government and are to be received and approved by the Government prior to the commencement of activities associated with the Contract. The Contracting Officer and the Indemnified Parties reserve the right to require complete, certified copies of all required insurance policies at any time, upon written notice.

If Professional Liability coverage is required under this contract, the Certificate of Insurance provided by the Contractor shall specifically state that the activities required under contract for the project are included under this policy.

(G) Sub-contractors

The Contractor shall include all sub-contractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements from each sub-contractor. Insurance coverages provided by sub-contractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

SC-6. ~~DELETED~~CONTINUING CONTRACTS (ALTERNATE) (EFARS 52.232-5002) (MAR 1995):

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of $250,000 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the Contractor to a price adjustment under the terms of this contract, except as specifically provided in paragraphs (e) and (h) below.

(c) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(e) No payments will be make after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 State 97, as in effect on the first day of the delay in such payment.

(f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

(g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(h) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

(i) If at any time, it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(j) The term "Reservation" means monies that have been set aside and made available for payment under this Contract.

SC-7. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) (FAR 52.236-1): The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty percent (20%) of the total amount of work to be performed under the Contract. The percentage may be reduced by a supplemental agreement to this Contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

SC-8. PHYSICAL DATA (APR 1984) (FAR 52.236-4): Data and information furnished or referred to below is for the Contractor's information. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) Physical Conditions: The indications of physical conditions on the drawings and in the specifications are the result of site investigations by test holes shown on the drawings.

(b) Weather Conditions: Each bidder shall be satisfied before submitting his bid as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any National Weather Service Office.

(c) Transportation Facilities: Each bidder, before submitting his bid, shall make an investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the jobsite. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of the work.

(d) Right-of-Way: The right-of-way for the work covered by these specifications will be furnished by the Government. The Contractor may use such portions of the land within the right-of-way not otherwise occupied as may be designated by the Contracting Officer. The Contractor shall, without expense to the Government, and at any time during the progress of

the work when space is needed within the right-of-way for any other purposes, promptly vacate and clean up any part of the grounds that have been allotted to, or have been in use by, him when directed to do so by the Contracting Officer. The Contractor shall keep the buildings and grounds in use by him at the site of the work in an orderly and sanitary condition. Should the Contractor require additional working space or lands for material yards, job offices, or other purposes, he shall obtain such additional lands or easements at his expense.

SC-9. DELETED

SC-10. LAYOUT OF WORK (APR 1984) (FAR 52.236-17): The Contractor shall lay out its work from Government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due, or to become due, to the Contractor.

SC-11 THROUGH SC-13. DELETED

SC-14. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAY 1999)-(EFARS 52.231-5000)

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region VIII. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(e) Copies of EP1110-1-8 “Construction Equipment Ownership and Operating Expense Schedule” Volumes 1 through 12 are available in Portable Document Format (PDF) only and can be viewed or downloaded at http://www.usace.army.mil/inet/usace-docs/eng-pamplets/cecw.htm. Copies of the CD-ROM (Volumes 1-12) are also available through either the Superintendent of Documents or Government bookstores. For additional information telephone 202-512-2250, or access on the Internet at http://www.access.gpo.gov/su_docs.

SC-15. PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAY 1999)-(EFARS 52.232-5000)

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (2) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: Any other construction material stored offsite may be considered in determining the amount of a progress payment.

SC-16 AND SC-17 DELETED.

SC-18. CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (OCT 1996) (52.0236-4001 EBS)

(a) The Government--

(1) Will provide the Contractor, without charge, one set of contract drawings and one set of specifications in electronic format on a compact disk. The Government will not give the Contractor any hard copy paper drawings or specifications for any contract resulting from this solicitation.

(b) The Contractor shall--

(1) check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies; and

(4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified in the index of drawings attached at the end of the Special Clauses.

SC-19 THROUGH SC-23 DELETED.

INDEX OF DRAWINGS

Snoqualmie River Project
Bridge and Trestle Demolition
Snoqualmie Falls, Wa.

File No. E-2-6-565

SHEET NUMBER	PLATE NUMBER	TITLE	REVISION NUMBER	DATE
1	G-1	Title, Vicinity Map and Drawing Index		03DEC11
2	C-1	Overall Site Plan	A	04FEB13
3	C-2	Railroad Bridge and Trestle Demolition	A	04FEB13
4	C-3	Bridge and Trestle Photographs		03DEC11
5	C-4	Details		03DEC11

STANDARD DETAILS BOUND IN THE SPECIFICATIONS

DRAWING NUMBER	SHEET NUMBER	TITLE	DATE
SECTION 01501 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS			
	1, 2, & 3	Civil Works Project Identification Sign	REV 07APR88
	1	Hard Hat Sign	10SEP90

END OF SECTION

GENERAL DECISION: WA20030001 02/13/2004 WA1

Date: February 13, 2004
General Decision Number: WA20030001 02/13/2004

Superseded General Decision Number: WA020001

State: Washington

Construction Types: Heavy (Heavy, and Dredging) and Highway

Counties: Washington Statewide.

HEAVY AND HIGHWAY AND DREDGING CONSTRUCTION PROJECTS (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Modification Number	Publication Date
0	06/13/2003
1	01/23/2004
2	02/06/2004
3	02/13/2004

* CARP0001-008 06/01/2003

	Rates	Fringes
Carpenters:		
COLUMBIA RIVER AREA - ADAMS, BENTON, COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GRANT, OKANOGAN (EAST OF THE 120TH MERIDIAN) AND WALLA WALLA COUNTIES		
GROUP 1:	$ 23.88	6.75
GROUP 2:	$ 24.99	6.75
GROUP 3:	$ 24.15	6.75
GROUP 4:	$ 23.88	6.75
GROUP 5:	$ 59.17	6.75
GROUP 6:	$ 28.02	6.75
SPOKANE AREA: ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE, STEVENS AND WHITMAN COUNTIES		
GROUP 1:	$ 23.21	6.75
GROUP 2:	$ 24.31	6.75
GROUP 3:	$ 23.47	6.75
GROUP 4:	$ 23.21	6.75
GROUP 5:	$ 57.50	6.75
GROUP 6:	$ 27.30	6.75

CARPENTERS CLASSIFICATIONS

GROUP 1: Carpenter; Burner-Welder; Rigger and Signaler;

Insulators (all types), Acoustical, Drywall and Metal Studs, Metal Panels and Partitions; Floor Layer, Sander, Finisher and Astro Turf; Layout Carpenters; Form Builder; Rough Framer; Outside or Inside Finisher, including doors, windows, and jams; Sawfiler; Shingler (wood, composition) Solar, Fiberglass, Aluminum or Metal; Scaffold Erecting and Dismantling; Stationary Saw-Off Bearer; Wire, Wood and Metal Lather Applicator

GROUP 2: Millwright, machine erector

GROUP 3: Piledriver - includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, on all piling

GROUP 4: Bridge, dock and wharf carpenters

GROUP 5: Divers

GROUP 6: Divers Tender

DEPTH PAYY FOR DIVERS:

Each foot over 50-100 feet	$1.00
Each foot over 100-175 feet	2.25
Each foot over 175-250 feet	5.50

HAZMAT PROJECTS:

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D + $.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.
LEVEL C + $.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + $.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit".

LEVEL A +$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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* CARP0003-006 06/01/2003

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLICKITAT, LEWIS(Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA AND WAHKIAKUM COUNTIES and INCLUDES THE ENTIRE PENINSULA WEST OF WILLAPA BAY

SEE ZONE DESCRIPTION FOR CITIES BASE POINTS

ZONE 1:

	Rates	Fringes
Carpenters:		
CARPENTERS; ACOUSTICAL	$ 26.94	10.33
DIVERS TENDERS	$ 29.45	10.33
DIVERS	$ 64.00	10.33
DRYWALL	$ 26.94	10.33
FLOOR LAYERS & FLOOR FINISHERS (the laying of all hardwood floors nailed and mastic set, parquet and wood-type tiles, and block floors, the sanding and finishing of floors, the preparation of old and new floors when the materials mentioned above are to be installed); INSULATORS (fiberglass and similar irritating materils	$ 27.09	10.33
MILLWRIGHTS	$ 27.44	10.33
PILEDRIVERS	$ 27.44	10.33

DEPTH PAY:
50 TO 100 FEET $1.00 PER FOOT OVER 50 FEET
100 TO 150 FEET 1.50 PER FOOT OVER 100 FEET
150 TO 200 FEET 2.00 PER FOOT OVER 150 FEET

Zone Differential (Add up Zone 1 rates):
Zone 2 - $0.85
Zone 3 - 1.25
Zone 4 - 1.70
Zone 5 - 2.00
Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities
ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities
ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities
ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.
ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities
ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

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* CARP0770-003 06/01/2003

	Rates	Fringes
Carpenters:		
CENTRAL WASHINGTON: CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN), KITTITAS, OKANOGAN (WEST OF THE 120TH MERIDIAN) AND YAKIMA COUNTIES		
ACCOUSTICAL WORKERS	$ 20.98	9.22
CARPENTERS AND DRYWALL APPLICATORS	$ 20.72	9.22
CARPENTERS ON CREOSOTE MATERIAL	$ 20.82	9.22
DIVERS TENDER	$ 31.17	9.50
DIVERS	$ 70.07	9.50
INSULATION APPLICATORS	$ 20.72	9.22
MILLWRIGHT AND MACHINE ERECTORS	$ 29.40	9.22
PILEDRIVER, BRIDGE DOCK AND WHARF CARPENTERS	$ 28.40	9.22
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING	$ 28.60	9.22
SAWFILERS, STATIONARY POWER SAW OPERATORS, FLOOR FINISHER, FLOOR LAYER, SHINGLER, FLOOR SANDER OPERATOR AND OPERATORS OF OTHER STATIONARY WOOD WORKING TOOLS	$ 20.85	9.22
WESTERN WASHINGTON: CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS (excludes piledrivers only), MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES		
ACOUSTICAL WORKERS	$ 28.56	9.50
CARPENTERS AND DRYWALL APPLICATORS	$ 28.40	9.50

CARPENTERS ON CREOSOTE MATERIAL	$ 28.50	9.50
DIVERS TENDER	$ 31.17	9.50
DIVERS	$ 70.07	9.50
INSULATION APPLICATORS	$ 28.40	9.50
MILLWRIGHT AND MACHINE ERECTORS	$ 29.40	9.50
PILEDRIVER, BRIDGE, DOCK & WHARF CARPENTERS	$ 28.40	9.50
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING	$ 28.60	9.50
SAWFILERS, STATIONARY POWER SAW OPERATORS, FLOOR FINISHER, FLOOR LAYER, SHINGLER, FLOOR SANDER OPERATOR AND OPERATORS OF OTHER STATIONARY WOOD WORKING TOOLS	$ 28.53	9.50

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
25-35 radius miles	$1.00/hour
35-45 radius miles	$1.15/hour
45-55 radius miles	$1.35/hour
Over 55 radius miles	$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
25-45 radius miles	$ .70/hour
Over 45 radius miles	$1.50/hour

ELEC0046-001 12/29/2003

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
Cable splicer	$ 39.33	3%+10.01
Electrician	$ 35.75	3%+10.01

ELEC0048-003 01/01/2004

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
Cable splicer	$ 31.40	3%+12.35
Electrician	$ 31.15	3%+12.35

ELEC0073-001 07/01/2003

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

	Rates	Fringes
Cable splicer	$ 24.37	3%+11.03
Electrician	$ 23.97	3%+11.03

ELEC0076-002 07/01/2002

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
Cable splicer	$ 32.76	3%+11.01
Electrician	$ 29.78	3%+11.01

ELEC0077-002 02/01/2003

	Rates	Fringes
Line Construction:		
CABLE SPLICERS	$ 37.95	3.875%+7.45
GROUNDMEN	$ 23.72	3.875%+5.70
LINE EQUIPMENT MEN	$ 29.14	3.875%+5.70
LINEMEN, POLE SPRAYERS, HEAVY LINE EQUIPMENT MAN	$ 33.88	3.875%+7.45

POWDERMEN, JACKHAMMERMEN	$ 25.41	3.875%+5.70
TREE TRIMMER	$ 23.81	3.875%+5.70

ELEC0112-005 06/01/2002

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA WALLA, YAKIMA COUNTIES

	Rates	Fringes
Cable splicer	$ 30.19	3%+9.63
Electrician	$ 28.75	3%+9.63

ELEC0191-003 08/31/2002

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
Cable splicer	$ 33.72	3%+9.33
Electrician	$ 30.66	3%+9.33

ELEC0191-004 12/01/2002

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
Cable splicer	$ 29.33	3%+9.28
Electrician	$ 26.66	3%+9.28

ELEC0970-001 01/01/2003

COWLITZ AND WAHKIAKUM COUNTIES

	Rates	Fringes
Cable splicer	$ 31.41	3%+9.25
Electrician	$ 28.55	3%+9.25

ENGI0302-003 06/01/2003

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES

PROJECTS: CATEGORY A PROJECTS (EXCLUDES CATEGORY B PROJECTS, AS SHOWN BELOW)

Zone 1 (0-25 radius miles):

	Rates	Fringes
Power equipment operators:		
Group 1A	$ 30.30	9.40
Group 1AA	$ 30.82	9.40
Group 1AAA	$ 31.33	9.40
Group 1	$ 29.79	9.40
Group 2	$ 29.34	9.40
Group 3	$ 28.97	9.40
Group 4	$ 26.80	9.40

Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) - $ .70
Zone 3 (Over 45 radius miles) - $1.00

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operaor-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and

under; Finishing Machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill,roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrpers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish mahine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

CATEGORY B PROJECTS: 95% OF THE BASIC HOURLY RATE FOR EACH GROUP PLUS FULL FRINGE BENEFITS APPLICABLE TO CATEGORY A PROJECTS SHALL APPLY TO THE FOLLOWING PROJECTS. REDUCED RATES MAY BE PAID ON THE FOLLOWING:

1. Projects involving work on structures such as buildings and bridges whose total value is less than $1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than $1 million where no building is involved. Surfacing and paving including, but utilities excluded.
3. Marine projects (docks, wharfs, ect.) less than $150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designed hazardous perimeter shall be elgible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous

waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing.
H-2 Class "C" Suit - Base wage rate plus $.25 per hour.
H-3 Class "B" Suit - Base wage rate plus $.50 per hour.
H-4 Class "A" Suit - Base wage rate plus $.75 per hour.

ENGI0302-009 06/01/2002

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA,SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 95% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

WORK PERFORMED ON HYDRAULIC DREDDGES:
Zone 1 (0-25 radius miles):

	Rates	Fringes
Power equipment operators:		
GROUP 1		
TOTAL PROJECT COST $300,000 AND OVER	$ 28.38	8.40
TOTAL PROJECT COST UNDER $300,000	$ 26.96	8.40
GROUP 2		
TOTAL PROJECT COST $300,000 AND OVER	$ 28.48	8.40
TOTAL PROJECT COST UNDER $300,000	$ 27.06	8.40
GROUP 3		
TOTAL PROJECT COST $300,000 AND OVER	$ 28.82	8.40
TOTAL PROJECT COST UNDER $300,000	$ 27.38	8.40
GROUP 4		
TOTAL PROJECT COST $300,000 AND OVER	$ 28.87	8.40
TOTAL PROJECT COST UNDER $300,000	$ 27.43	8.40
GROUP 5		
TOATL PROJECT COST $300,000 AND OVER	$ 30.26	8.40
TOTAL PROJECT COST UNDER $300,000	$ 28.75	8.40
GROUP 6		
TOTAL PROJECT COST $300,000 AND OVER	$ 28.38	8.40
TOTAL PROJECT COST UNDER $300,000	$ 26.96	8.40

Zone Differential (Add to Zone 1 rates):
  Zone 2 (26-45 radius miles) - $ .70
  Zone 3 (Over 45 radius miles) - $1.00

  BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

  POWER EQUIPMENT OPERATORS CLASSIFICATIONS

 GROUP 1 - ASSISTANT MATE (DECKHAND)
 GROUP 2 - OILER
GROUP 3 - ASSISTANT ENGINEER (ELECTRIC, DIESEL, STEAM OR BOOSTER PUMP); MATES AND BOATMEN
 GROUP 4 - CRANEMAN, ENGINEER WELDER
 GROUP 5 - LEVERMAN, HYDRAULIC
 GROUP 6 - MAINTENANCE

CATEGORY B PROJECTS: 95% OF THE BASIC HOURLY RATE FOR EACH GROUP PLUS FULL FRINGE BENEFITS APPLICABLE TO CATEGORY A PROJECTS SHALL APPLY TO THE FOLLOWING PROJECTS. REDUCED RATES MAY BE PAID ON THE FOLLOWING:

1. Projects involving work on structures such as buildings and bridges whose total value is less than $1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than $1 million where no building is involved. Surfacing and paving including, but utilities excluded.
 3. Marine projects (docks, wharfs, ect.) less than $150,000.

HEAVY WAGE RATES (CATEGORY A) APPLIES TO CLAM SHELL DREDGE, HOE AND DIPPER, SHOVELS AND SHOVEL ATTACHMENTS, CRANES AND BULLDOZERS.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designed hazardous perimeter shall be elgible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing.
 H-2 Class "C" Suit - Base wage rate plus $.25 per hour.
 H-3 Class "B" Suit - Base wage rate plus $.50 per hour.
 H-4 Class "A" Suit - Base wage rate plus $.75 per hour.

ENGI0370-002 08/01/2003

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN

AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

ZONE 1:

	Rates	Fringes
Power equipment operators:		
GROUP 1A	$ 20.94	7.37
GROUP 1	$ 21.49	7.37
GROUP 2	$ 21.81	7.37
GROUP 3	$ 22.42	7.37
GROUP 4	$ 22.58	7.37
GROUP 5	$ 22.74	7.37
GROUP 6	$ 23.02	7.37
GROUP 7	$ 23.29	7.37
GROUP 8	$ 24.39	7.37

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - $2.00

Zone 1: Within 45 mile radius of Spokane, Moses Lake, Pasco, Washington; Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Moses Lake, Pasco, Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1A: Boat Operator; Crush Feeder; Oiler; Steam Cleaner

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Drillers Helper (Assist driller in making drill rod connections, service drill engine and air compressor, repair drill rig and drill tools, drive drill support truck to and on the job site, remove drill cuttings from around bore hole and inspect drill rig while in operation); Fireman & Heater Tender; Grade Checker; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power

Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled; Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat; Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginau or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Tractor (to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond)(operate drilling machine, drive or transport drill rig to and on job site and weld well casing); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment(8 inch bit & over) (Robbins, reverse circulation & similar)(operates drilling machine, drive or transport drill rig to and on job site and weld well casing); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operaotr (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar)

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers)(Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments, Athey & Huber); Boom Cats (side); Cable Controller (dispatcher); Clamshell

Operator (under 3 yds.); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Draglines (under 3 yds.); Drill Doctor; H.D. Mechanic; H.D. Welder; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel(under 3 yds.); Tractors (D-6 & equilvalent & over); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragine; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL

GROUP 8: Cranes (85 tons and over, and all climbing, overhead,rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)
180 ft to 250 ft $ .30 over scale
Over 250 ft $ .60 over scale

NOTE:
In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:
Anyone working on HAZMAT jobs, working with supplied air shall receive $1.00 an hour above classification.

ENGI0370-006 06/01/2002

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

WORK PERFORMED ON HYDRAULIC DREDGES

	Rates	Fringes

Hydraulic Dredge

GROUP 1:	$ 24.73	6.27
GROUP 2:	$ 25.10	6.27
GROUP 3:	$ 25.13	6.27
GROUP 4:	$ 25.52	6.27
GROUP 5:	$ 24.73	6.27

GROUP 1: Assistant Mate (Deckhand) and Oiler
GROUP 2: Assistant Engineer (Electric, Diesel, Steam, or Booster Pump); Mates and Boatmen
GROUP 3: Engineer Welder
GROUP 4: Leverman, Hydraulic
GROUP 5: Maintenance

HEAVY WAGE RATES APPLIES TO CLAM SHELL DREDGE, HOE AND DIPPER, SHOVELS AND SHOVEL ATTACHMENTS, CRANES AND BULLDOZERS.

ENGI0612-001 06/01/2002

LEWIS, PIERCE, PACIFIC (THAT PORTION WHICH LIES NORTH OF A PARALLEL LINE EXTENDED WEST FROM THE NORTHERN BOUNDARY OF WAHKAIKUM COUNTY TO THE SEA IN THE STATE OF WASHINGTON) AND THURSTON COUNTIES

PROJECTS:
CATEGORY A PROJECTS (excludes Category B projects, as shown below)

	Rates	Fringes
Power equipment operators:		
WORK PERFORMED ON HYDRAULIC DREDGES:Total Project cost $300,000 and over		
GROUP 1:	$ 28.38	8.40
GROUP 2:	$ 28.48	8.40
GROUP 3:	$ 28.82	8.40
GROUP 4:	$ 28.87	8.40
GROUP 5:	$ 30.26	8.40
GROUP 6:	$ 28.38	8.40
WORK PERFORMED ON HYDRAULIC DREDGES:Total Project Cost under $300,000		
GROUP 1:	$ 26.96	8.40
GROUP 2:	$ 27.06	8.40
GROUP 3:	$ 27.38	8.40
GROUP 4:	$ 27.43	8.40
GROUP 5:	$ 28.75	8.40
GROUP 6:	$ 26.96	8.40

ZONE 2 (26-45 radius miles) - Add $.70 to Zone 1 rates
ZONE 3 (Over 45 radius miles) - Add $1.00 to Zone 1 rates

BASEPOINTS: Tacoma, Olympia, and Centralia

CATEGORY B PROJECTS - 95% of the basic hourly rate for each group plus full fringe benefits applicable to Category A projects shall apply to the following projects: Reduced rates may be paid on the following:
1. Projects involving work on structures such as buildings and structures whose total value is less than $1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than $1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docts, wharfs, etc.) less than $150,000

WORK PERFORMED ON HYDRAULIC DREDGES:

GROUP 1: Assistant Mate (Deckhand
GROUP 2: Oiler
GROUP 3: Assistant Engineer (Electric, Diesel, Steam or Booster Pump); Mates and Boatmen
GROUP 4: Craneman, Engineer Welder
GROUP 5: Leverman, Hydraulic GROUP 6: Maintenance

HEAVY WAGE RATES APPLIES TO CLAM SHEEL DREDGE, HOE AND DIPPER, SHOVELS AND SHOVEL ATTACHMENTS, CRANES AND BULLDOZERS

HANDLING OF HAZARDOUS WASTE MATERIALS

H-1 - When not outfitted with protective clothing of level D equipment - Base wage rate
H-2 - Class "C" Suit - Base wage rate + $.25 per hour
H-3 - Class "B" Suit - Base wage rate + $.50 per hour
H-4 - Class "A" Suit - Base wage rate +$.75 per hour

ENGI0612-002 06/01/2002

LEWIS, PIERCE, PACIFIC (portion lying north of a parallel line extending west from the northern boundary of Wahkaikum County to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
Power equipment operators:		
GROUP 1A	$ 30.14	8.40
GROUP 1AA	$ 30.64	8.40
GROUP 1AAA	$ 31.14	8.40
GROUP 1	$ 29.64	8.40
GROUP 2	$ 29.20	8.40
GROUP 3	$ 28.84	8.40
GROUP 4	$ 26.74	8.40

Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) = $ .70
Zone 3 (Over 45 radius miles) - $1.00

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto- grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self-propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator;

Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:
1. Projects involving work on structures such as buildings and bridges whose total value is less than $1.5 million excluding mechanical, electrical, and utility portions of the contract.

2. Projects of less than $1 million where no building is involved. Surfacing and paving included, but utilities excluded.

3. Marine projects (docks, wharfs, etc.) less than $150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be elgible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.
H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing
H-2 Class "C" Suit - Base wage rate plus $ .25 per hour.
H-3 Class "B" Suit - Base wage rate plus $ .50 per hour.
H-4 Class "A" Suit - Base wage rate plus $ .75 per hour.

ENGI0701-002 01/01/2004

CLARK, COWLITZ, KLICKKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Power equipment operators: (See Footnote A)		
ZONE 1:		
GROUP 1	$ 29.51	9.70
GROUP 1A	$ 30.99	9.70

GROUP 1B	$ 32.46	9.70
GROUP 2	$ 28.25	9.70
GROUP 3	$ 27.47	9.70
GROUP 4	$ 26.93	9.70
GROUP 5	$ 26.32	9.70
GROUP 6	$ 23.91	9.70

Zone Differential (add to Zone 1 rates):
Zone 2 - $1.50
Zone 3 - 3.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or porjects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CONCRETE: Batch Plant and/or Wet Mix Operator, three units or more; CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over

200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments; FLOATING EQUIPMENT: Floating Crane, 150 ton but less than 250 ton

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom; FLOATING EQUIPMENT: Floating Crane 250 ton and over

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over; FLOATING EQUIPMENT: Floating Crane 350 ton and over

GROUP 2: ASPHALT: Asphalt Plant Operator (any type); Roto Mill, pavement profiler, operator, 6 foot lateral cut and over; BLADE: Auto Grader or "Trimmer" (Grade Checker required); Blade Operator, Robotic; BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator,tandem, quadnine, D10, D11, and similar type; Bulldozere Robotic Equipment (any type; CONCRETE: Batch Plant and/or Wet Mix Operator, one and two drum; Automatic Concrete Slip Form Paver Operator; Concrete Canal Line Operator; Concrete Profiler, Diamond Head; CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (with luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; CRUSHER: Crusher Plant Operator; FLOATING EQUIPMENT: Floating Clamshell, etc.operator, 3 cu. yds. and over; Floating Crane (derrick barge) Operator, 30 tons but less than 150 tons; LOADERS: Loader operator, 120,000 lbs. and above; REMOTE CONTROL: Remote controlled earth-moving equipment; RUBBER-TIRED SCRAPERS: Rubber- tired scraper operator, with tandem scrapers, multi-engine; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell, operator 5 cu. yds and over; TRENCHING MACHINE: Wheel Excavator, under 750 cu. yds. per hour (Grade Oiler required); Canal Trimmer (Grade Oiler required); Wheel Excavator, over 750 cu. yds. per hour; Band Wagon (in conjunction with wheel excavator); UNDERWATER EQUIPMENT: Underwater Equipment Operator, remote or otherwise; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs.

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up to and including 120,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); FORKLIFT: Rock Hound Operator; HYDRAULIC HOES-EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; LOADERS: Loader operator 60,000 and less than 120,000; RUBBER-TIRED SCRAPERS: Scraper Operator, with tandem scrapers; Self-loading, paddle wheel, auger type, finish and/or 2 or more units; SHOVEL, DRAGLINE, CLAMSHELL,SKOOPER OPERATOR: Shovel, Dragline, Clamshell operators 3 cu. yds. but less than 5 cu yds.

GROUP 4: ASPHALT: Screed Operator; Asphalt Paver operator (screeman required); BLADE: Blade operator; Blade operator, finish; Blade operator, externally controlled by electronic, mechanical hydraulic means; Blade operator, multi-engine; BULLDOZERS: Bulldozer Operator over 20,000 lbs and more than 100 horse up to 70,000 lbs; Drill Cat Operator; Side-boom Operator; Cable-Plow Operator (any type); CLEARING: Log Skidders; Chippers; Incinerator; Stump Splitter (loader mounted or similar type); Stump Grinder (loader mounted or similar type; Tub Grinder; Land Clearing Machine (Track mounted forestry mowing & grinding machine); Hydro Axe (loader mounted or similar type); COMPACTORS SELF-PROPELLED: Compactor Operator, with blade; Compactor Operator, multi-engine; Compactor Operator, robotic; CONCRETE: Mixer Mobile Operator; Screed Operator; Concrete Cooling Machine Operator; Concrete Paving Road Mixer; Concrete Breaker; Reinforced Tank Banding Machine (K-17 or similar types); Laser Screed; CRANE: Chicago boom and similar types; Lift Slab Machine Operator; Boom type lifting device, 5 ton capacity or less; Hoist Operator, two (2) drum; Hoist Operator, three (3) or more drums; Derrick Operator, under 100 ton; Hoist Operator, stiff leg, guy derrick or similar type, 50 ton and over; Cableway Operator up to twenty (25) ton; Bridge Crane Operator, Locomotive, Gantry, Overhead; Cherry Picker or similar type crane; Carry Deck Operator; Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; CRUSHER: Generator Operator; Diesel-Electric Engineer; Grizzley Operator; Drill Doctor; Boring Machine Operator; Driller-Percussion, Diamond, Core, Cable, Rotary and similar type; Cat Drill (John Henry); Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Diesel-electric Engineer; Jack Operator, elevating barges, Barge Operator, self- unloading; Piledriver Operator (not crane type) (Deckhand required); Floating Clamshelll, etc. Operator, under 3 cu. yds. (Fireman or Diesel-Electric Engineer required); Floating Crane (derrick barge) Operator, less than 30 tons; GENERATORS: Generator Operator; Diesel-electric Engineer; GUARDRAIL EQUIPMENT: Guardrail Punch Operator (all types); Guardrail Auger Operator (all types); Combination Guardrail machines, i.e., punch auger, etc.; HEATING PLANT: Surface Heater and Planer Operator; HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,0000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; LOADERS: Belt Loaders, Kolman and Ko Cal types; Loaders Operator, front end and overhead, 25,000 lbs and less than 60,000 lbs; Elevating Grader Operator by Tractor operator, Sierra, Euclid or similar types; PILEDRIVERS: Hammer Operator; Piledriver Operator (not crane type); PIPELINE, SEWER WATER: Pipe Cleaning Machine Operator; Pipe Doping Machine Operator; Pipe Bending Machine Operator; Pipe Wrapping Machine Operator; Boring Machine Operator; Back Filling Machine Operator; REMOTE CONTROL: Concrete Cleaning Decontamination Machine Operator; Ultra High Pressure Water Jet Cutting Tool System Operator/Mechanic; Vacuum Blasting

Machine Operator/mechanic; REPAIRMEN, HEAVY DUTY: Diesel Electric Engineer (Plant or Floating; Bolt Threading Machine operator; Drill Doctor (Bit Grinder); H.D. Mechanic; Machine Tool Operator; RUBBER-TIRED SCRAPERS: Rubber-tired Scraper Operator,single engine, single scraper; Self-loading, paddle wheel, auger type under 15 cu. yds.; Rubber-tired Scraper Operator, twin engine; Rubber-tired Scraper Operator, with push- ull attachments; Self Loading, paddle wheel, auger type 15 cu. yds. and over, single engine; Water pulls, water wagons; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Diesel Electric Engineer; Stationay Drag Scraper Operator; Shovel, Dragline, Clamshell, Operator under 3 cy yds.; Grade-all Operator; SURFACE (BASE) MATERIAL: Blade mounted spreaders, Ulrich and similar types; TRACTOR-RUBBERED TIRED: Tractor operator, rubber-tired, over 50 hp flywheel; Tractor operator, with boom attachment; Rubber-tired dozers and pushers (Michigan, Cat, Hough type); Skip Loader, Drag Box; TRENCHING MACHINE: Trenching Machine operator, digging capacity over 3 ft depth; Back filling machine operator; TUNNEL: Mucking machine operator

GROUP 5: ASPHALT: Extrusion Machine Operator; Roller Operator (any asphalt mix); Asphalt Burner and Reconditioner Operator (any type); Roto-Mill, pavement profiler, ground man; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; COMPRESSORS: Compressor Operator (any power), over 1,250 cu. ft. total capacity; COMPACTORS: Compactor Operator, including vibratory; Wagner Pactor Operator or similar type (without blade); CONCRETE: Combination mixer and Compressor Operator, gunite work; Concrete Batch Plant Quality Control Operator; Beltcrete Operator; Pumpcrete Operator (any type); Pavement Grinder and/or Grooving Machine Operator (riding type); Cement Pump Operator, Fuller-Kenyon and similar; Concrete Pump Operator; Grouting Machine Operator; Concrete mixer operator, single drum, under (5) bag capacity; Cast in place pipe laying machine; maginnis Internal Full slab vibrator operator; Concrete finishing mahine operator, Clary, Johnson, Bidwell, Burgess Bridge deck or similar type; Curb Machine Operator, mechanical Berm, Curb and/or Curb and Gutter; Concrete Joint Machine Operator; Concrete Planer Operator; Tower Mobile Operator; Power Jumbo Operator setting slip forms in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Concrete Paving Machine Operator; Concrete Finishing Machine Operator; Concrete Spreader Operator; CRANE: Helicopter Hoist Operator; Hoist Operator, single drum; Elevator Operator; A-frame Truck Operator, Double drum; Boom Truck Operator; HYDRAULIC CRANE OPERATOR: Hydraulic Boom Truck, Pittman; DRILLING: Churm Drill and Earth Boring Machine Operator; Vacuum Truck; Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Fireman; FORKLIFT: Fork Lift, over 10 ton and/or robotic; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber- tired type, less than 25,000 lbs; Elevating Grader Operator, Tractor Towed requiring Operator or Grader;

Elevating loader operator, Athey and similar types; OILERS: Service oiler (Greaser); PIPELINE-SEWER WATER: Hydra hammer or simialr types; Pavement Breaker Operator; PUMPS: Pump Operator, more than 5 (any size); Pot Rammer Operator; RAILROAD EQUIPMENT: Locomotive Operator, under 40 tons; Ballast Regulator Operator; Ballast Tamper Multi-Purpose Operator; Track Liner Operator; Tie Spacer Operator; Shuttle Car Operator; Locomotive Operator, 40 tons and over; MATERIAL HAULRS: Cat wagon DJBs Volvo similar types; Conveyored material hauler; SURFACING (BASE) MATERIAL: Rock Spreaders, self-propelled; Pulva-mixer or similar types; Chiip Spreading machine operator; Lime spreading operator, construction job siter; SWEEPERS: Sweeper operator (Wayne type) self-propelled construction job site; TRACTOR-RUBBER TIRED: Tractor operator, rubber-tired, 50 hp flywheel and under; Trenching machine operator, maximum digging capacity 3 ft depth; TUNNEL: Dinkey

GROUP 6: ASPHALT: Plant Oiler; Plant Fireman; Pugmill Operator (any type); Truck mounted asphalt spreader, with screed; COMPRESSORS: Compressor Operator (any power), under 1,250 cu. ft. total capacity; CONCRETE: Plant Oiler, Assistant Conveyor Operator; Conveyor Operator; Mixer Box Operator (C.T.B., dry batch, etc.); Cement Hog Operator; Concrete Saw Operator; Concrete Curing Machine Operator (riding type); Wire Mat or Brooming Machine Operator; CRANE: Oiler; Fireman, all equipment; Truck Crane Oiler Driver; A-frame Truck Operator, single drum; Tugger or Coffin Type Hoist Operator; CRUSHER: Crusher Oiler; Crusher Feederman; CRUSHER: Crusher oiler; Crusher feederman; DRILLING: Drill Tender; Auger Oiler; FLOATING EQUIPMENT: Deckhand; Boatman; FORKLIFT: Self-propelled Scaffolding Operator, construction job site (exclduing working platform); Fork Lift or Lumber Stacker Operator, construction job site; Ross Carrier Operator, construction job site; Lull Hi-Lift Operator or Similar Type; GUARDRAIL EQUIPMENT: Oiler; Auger Oiler; Oiler, combination guardrail machines; Guardrail Punch Oiler; HEATING PLANT: Temporary Heating Plant Operator; LOADERS: Bobcat, skid steer (less than 1 cu yd.); Bucket Elevator Loader Operator, BarberGreene and similar types; OILERS: Oiler; Guardrail Punch Oiler; Truck Crane Oiler-Driver; Auger Oiler; Grade Oiler, required to check grade; Grade Checker; Rigger; PIPELINE-SEWER WATER: Tar Pot Fireman; Tar Pot Fireman (power agitated); PUMPS: Pump Operator (any power); Hydrostatic Pump Operator; RAILROAD EQUIPMENT: Brakeman; Oiler; Switchman; Motorman; Ballast Jack Tamper Operator; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER, ETC. OPERATOR: Oiler, Grade Oiler (required to check grade); Grade Checker; Fireman; SWEEPER: Broom operator, self propelled, construction job site; SURFACING (BASE) MATERIAL: Roller Operator, grading of base rock (not asphalt); Tamping Machine operartor, mechanical, self-propelled; Hydrographic Seeder Machine Operator; TRENCHING MACHINE: Oiler; Grade Oiler; TUNNEL: Conveyor operator; Air filtration equipment operator

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* ENGI0701-003 06/01/2003

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

DREDGING:

	Rates	Fringes
Dredging:		
ZONE A		
ASSISTANT ENGINEER	$ 29.71	9.25
ASSISTANT MATE	$ 26.96	9.25
LEVERMAN, DIPPER, FLOATING CLAMSHELL	$ 30.74	9.25
LEVERMAN, HYDRAULIC	$ 32.99	9.25
TENDERMAN	$ 28.88	9.25
ZONE B		
ASSISTANT ENGINEER	$ 31.71	9.25
ASSISTANT MATE	$ 28.96	9.25
LEVERMAN, DIPPER, FLOATING CLAMSHELL	$ 32.74	9.25
LEVERMAN, HYDRAULIC	$ 34.99	9.25
TENDERMAN	$ 30.88	9.25
ZONE C		
ASSISTANT ENGINEER	$ 32.71	9.25
ASSISTANT MATE	$ 29.96	9.25
LEVERMAN, DIPPER, FLOATING CLAMSHELL	$ 33.74	9.25
LEVERMAN, HYDRAULIC	$ 35.99	9.25
TENDERMAN	$ 31.88	9.25

ZONE DESCRIPTION FOR DREDGING:

ZONE A - All jobs or projects located within 30 road miles of Portland City Hall.
ZONE B - Over 30-50 road miles from Portland City Hall.
ZONE C - Over 50 road miles from Portland City Hall.

*All jobs or projects shall be computed from the city hall by the shortest route to the geographical center of the project.

IRON0014-005 07/01/2003

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE, STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
Ironworker	$ 26.32	12.45

IRON0029-002 07/01/2003

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKAIKUM COUNTIES

	Rates	Fringes

Ironworker	$ 27.82	12.45

IRON0086-002 07/01/2003

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
Ironworker	$ 27.47	12.45

IRON0086-004 07/01/2003

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
Ironworker	$ 28.57	12.45

LABO0001-002 07/01/2003

ZONE 1:

	Rates	Fringes
Laborers:		
CALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (NORTH OF STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES		
GROUP 1	$ 17.71	7.20
GROUP 2	$ 20.03	7.20
GROUP 3	$ 24.71	7.20
GROUP 4	$ 25.19	7.20
GROUP 5	$ 25.55	7.20
CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN), KITTITAS AND YAKIMA COUNTIES		
GROUP 1	$ 14.59	7.20
GROUP 2	$ 16.91	7.20
GROUP 3	$ 18.63	7.20
GROUP 4	$ 19.11	7.20
GROUP 5	$ 19.47	7.20

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $ .70
ZONE 3 - $1.00

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman;

Mortarman and Hodcarrier; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Powderman; Re-Timberman; Hazardous Waste Worker (Level A).

LABO0238-004 06/01/2003

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1	$ 17.36	6.50
GROUP 2	$ 19.46	6.50
GROUP 3	$ 19.73	6.50
GROUP 4	$ 20.00	6.50
GROUP 5	$ 20.28	6.50
GROUP 6	$ 21.65	6.50

Zone Differential (Add to Zone 1 rate): $2.00

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.
Zone 2: 45 radius miles and over from the main post office.

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezcrete or similar machine,6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking

and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Aspahlt Raker; Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical "splash suit" and air purifying respirator); Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi- plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Gunite (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class "D", (to include raise and shaft miner, laser beam operator on riases and shafts)

GROUP 6 - Powderman

LABO0238-006 07/01/2003

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN

	Rates	Fringes
Hod Carrier	$ 20.95	6.50

LABO0335-001 06/01/2003

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIAKUM COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1	$ 22.92	7.40
GROUP 2	$ 23.44	7.40
GROUP 3	$ 23.84	7.40
GROUP 4	$ 24.18	7.40
GROUP 5	$ 20.70	7.40
GROUP 6	$ 18.54	7.40
GROUP 7	$ 15.71	7.40

Zone Differential (Add to Zone 1 rates):
Zone 2 $ 0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

BASE POINTS: GOLDENDALE, LONGVIEW, AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.
ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Guard Rail, Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunite Nozzleman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Pwdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

LABO0335-010 06/01/2003

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIAKUM COUNTIES

	Rates	Fringes
Hod Carrier	$ 24.69	7.40

PAIN0005-002 06/01/2003

STATEWIDE EXCEPT CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS	$ 21.25	6.42

PAIN0005-004 07/01/2002

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
Painter	$ 23.27	5.36

PAIN0005-006 07/01/2003

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE); CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
Painters:		
Application of Cold Tar Products, Epoxies, Polyure thanes, Acids, Radiation Resistant Material, Water and Sandblasting, Bridges, Towers, Tanks, Stacks, Steeples	$ 19.97	6.22
Brush, Roller, Striping,		

Steam-cleaning and Spray	$ 18.97	6.22
Lead Abatement, Asbestos Abatement	$ 19.97	6.22
TV Radio, Electrical Transmission Towers	$ 20.72	6.22

*$.70 shall be paid over and above the basic wage rates listed for work on swing stages and high work of over 30 feet.

PAIN0055-002 07/01/2003

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller	$ 17.61	6.12
High work - All work 60 ft. or higher	$ 18.36	6.12
Spray and Sandblasting	$ 18.21	6.12

PAIN0055-007 06/01/2003

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY AND PARKING LOT STRIPER	$ 24.79	5.75

PLAS0072-004 06/01/2002

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA COUNTIES

	Rates	Fringes
Cement Mason		
ZONE 1:	$ 22.33	5.98

Zone Differential (Add to Zone 1 rate): Zone 2 - $2.00

BASE POINTS: Spokane, Pasco, Moses Lake, Lewiston
Zone 1: 0 - 45 radius miles from the main post office
Zone 2: Over 45 radius miles from the main post office

PLAS0528-001 06/01/2003

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (NORTH), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
Cement Masons:		
CEMENT MASON	$ 28.52	10.42
COMPOSITION, COLOR MASTIC, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE	$ 28.77	10.42

PLAS0555-002 12/01/2003

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

ZONE 1:

	Rates	Fringes
Cement Masons:		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD	$ 25.96	10.50
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD	$ 25.50	10.50
CEMENT MASONS	$ 25.04	10.50
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS	$ 25.50	10.50

Zone Differential (Add To Zone 1 Rates):
Zone 2 - $0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

BASE POINTS: BEND, CORVALLIS, EUGENE, LONGVIEW, MEDFORD, PORTLAND, SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall
ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
ZONE 5: More than 80 miles from the respective city hall

PLUM0032-002 06/01/2003

CLALLAM, KING AND JEFFERSON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....$	34.43	13.43

PLUM0032-003 06/01/2003

CHELAN, KITTITAS (NORTHERN TIP), DOUGLAS (NORTH), AND OKANOGAN (NORTH) COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....$	26.38	10.98

PLUM0044-003 06/01/2003

ADAMS (NORTHERN PART), ASOTIN (CLARKSTON ONLY), FERRY (EASTERN PART), LINCOLN (EASTERN PART), PEND ORIELLE, STEVENS, SPOKANE, AND WHITMAN COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....$	26.01	10.74

PLUM0082-001 06/01/2003

CLARK (NORTHERN TIP INCLUDING WOODLAND), COWLITZ, GRAYS HARBOR, LEWIS, MASON (EXCLUDING NE SECTION), PACIFIC, PIERCE SKAMANIA, THURSTON AND WAHKIAKUM COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....$	30.05	12.47

PLUM0265-003 01/01/2003

ISLAND, SKAGIT, SNOHOMISH,SAN JUAN AND WHATCOM COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....$	29.70	11.62

PLUM0290-003 10/01/2003

CLARK (ALL EXCLUDING NORTHERN TIP INCLUDING CITY OF WOODLAND)

	Rates	Fringes
Plumbers and Pipefitters.....$	32.53	13.28

PLUM0598-005 06/01/2003

ADAMS (SOUTHERN PART), ASOTIN (EXCLUDING THE CITY OF CLARKSTON), BENTON, COLUMBIA, DOUGLAS (EASTERN HALF), FERRY (WESTERN PART), FRANKLIN, GARFIELD, GRANT, KITTITAS (ALL BUT NORTHERN TIP), KLICKITAT, LINCOLN (WESTERN PART), OKANOGAN (EASTERN), WALLA WALLA AND YAKIMA COUNTIES

	Rates	Fringes
Plumber	$ 30.38	14.20

PLUM0631-001 06/01/2003

MASON (NE SECTION), AND KITSAP COUNTIES

	Rates	Fringes
Plumbers and Pipefitters		
All new construction, additions, and remodeling of commercial building projects such as: cocktail lounges and taverns, professional buildings, medical clinics, retail stores, hotels and motels, restaurants and fast food types, gasoline service stations, and car washes where the plumbing and mechanical cost of the project is less than $100,000	$ 19.40	5.43
All other work where the plumbing and mechanical cost of the project is $100,000 and over	$ 28.79	12.47

TEAM0037-002 06/01/2003

CLARK, COWLITZ, KLICKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1	$ 23.90	8.78
GROUP 2	$ 24.02	8.75
GROUP 3	$ 24.15	8.75
GROUP 4	$ 24.41	8.75
GROUP 5	$ 24.63	8.75

GROUP 6.....	$ 24.79	8.75
GROUP 7.....	$ 24.99	8.75

Zone Differential (Add to Zone 1 Rates):
Zone 2 - $0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lifrt truck w/load bearing surface; Articulated dump truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete pump truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom truck/hydra lift or retracting crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/articulated dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trcuks: over 5 cu. yds. and including 7 cu. yds.; Vacuum trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia nitrate distributor driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains

or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated dump trucks; Selfpropelled street sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and cleanup truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt burner; Dump Trucks, side, end and bottom cumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes articulated dump trucks; Fire guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes articulated dump trucks

GROUP 6: Bulk cement spreader w/o auger; Dry prebatch concrete mix trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes articulated dump trucks; Skid truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes articulated dump trucks; Industrial lift truck (mechanical tailgate)

TEAM0174-001 06/01/2002

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:	$ 25.79	9.68
GROUP 2:	$ 25.21	9.68
GROUP 3:	$ 22.81	9.68
GROUP 4:	$ 18.56	9.68
GROUP 5:	$ 25.55	9.68

ZONE B (25-45 miles from center of listed cities*): Add $.70 per hour to Zone A rates.
ZONE C (over 45 miles from centr of listed cities*): Add $1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - "A-frame or Hydralift" trucks and Boom trucks or similar equipment when "A" frame or "Hydralift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards $.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired)(when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by $2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:
LEVEL C: +$.25 per hour - This level uses an air purifying

respirator or additional protective clothing.
LEVEL B: +$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."
LEVEL A: +$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

TEAM0760-002 06/01/2003

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, AND WHITMAN COUNTIES

	Rates	Fringes
Truck drivers: (ANYONE WORKING ON HAZMAT JOBS SEE FOOTNOTE A BELOW)		
ZONE 1: (INCLUDES ALL OF YAKIMA COUNTY)		
GROUP 1	$ 17.93	9.00
GROUP 2	$ 20.20	9.00
GROUP 3	$ 20.70	9.00
GROUP 4	$ 21.03	9.00
GROUP 5	$ 21.14	9.00
GROUP 6	$ 21.31	9.00
GROUP 7	$ 21.84	9.00
GROUP 8	$ 22.17	9.00

Zone Differential (Add to Zone 1 rate: Zone 2 - $2.00)

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston
Zone 1: 0-45 radius miles from the main post office.
Zone 2: 45 radius miles and over from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraullic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.);

Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self- loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi-end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable oeprated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in additon to the classification working in as follows:
LEVEL C-D: - $.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.
LEVEL A-B: - $1.00 PER HOUR (Uses supplied air is conjunction with a chemical spash suit or fully encapsulated suit with a self-contained breathing apparatus.

NOTE:
Trucks Pulling Equipment Railers: shall receive $.15/hour over applicable truck rate

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

TABLE OF CONTENTS

TECHNICAL SPECIFICATIONS

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SECTION 01001

SUPPLEMENTARY REQUIREMENTS

PART 1 GENERAL

1.1 DEFINITIONS

The references listed below are to be defined as indicated wherever they may be used in the TECHNICAL SPECIFICATIONS.

"SUPPLEMENTARY REQUIREMENTS " shall be read to pertain to any of the sections of the DIVISION 1 as required by the content of the section or paragraph containing the reference.

1.2 CONSTRUCTION SCHEDULING

The instructions for preparation and submittal of the Contractor-prepared Network Analysis System are found in Section 01320 PROJECT SCHEDULE.

1.3 CORRESPONDENCE

1.3.1 All correspondence shall be addressed to the Administrative Contracting Officer, shall be serially numbered commencing with Number 1, with no numbers missing or duplicated and shall be furnished with an original and one copy. Enclosures attached or transmitted with the correspondence shall also be furnished with an original and one copy. Each serial letter shall make reference to the contract name, contract number and shall have only one subject.

1.3.2 All correspondence from the Contracting Officer will be also serially numbered with no numbers missing or duplicated. Letters to the Contractor will be forwarded in duplicate.

1.3.3 For submission of Contractor payment requests, See Section 01025, PAYMENT.

1.4 CONTRACTOR'S FILES

Contractor shall maintain "Approved (Action Code "A") and "Approved Except as Noted (Action Code "B") shop drawing files at project sites for Government use.

1.5 PROJECT PHOTOGRAPHS

1.5.1 General

The Contractor shall furnish photographs depicting construction as specified herein. The photographs shall be in digital JPEG format, with a resolution of 1024 x 768 pixels or better, size limited to less than 300KB. Photos shall be submitted in a Word document, with a caption under each photo showing date taken, project location, contract title and number, and a brief description of what the photo depicts. The photos shall be submitted on a 133 mm ISO-9660 CD-ROM.

1.5.2 Progress Photographs

Construction progress photographs shall be taken between the 1st and 15th of each month and delivered to the Contracting Officer with the payment request for the month taken. Photos shall be taken from 10 positions. Location of positions shall be coordinated with or may be selected by the Contracting Officer. They shall show, inasmuch as practicable, work accomplished during the previous month. Photographic quality and composition of photos shall be such that they can be used for briefings and/or to illustrate articles on the construction progress of the project.

1.5.3 Completion Photographs

Construction completion photographs (in digital JPEG format) shall be taken upon completion of construction and delivered to the Contracting Officer not later than 15 days prior to project completion. It is the intention of the Government to obtain slides whose color, clarity, and composition are such that they can be used for briefings and/or to illustrate articles on the completed project. Slides shall be taken from 10 positions. Location of positions shall be coordinated with or may be selected by the Contracting Officer. Slides shall show the completed project to the best advantage, and shall include overall site photos as well as photos of major features.

1.6 PERMITS OBTAINED BY GOVERNMENT AND CONTRACTOR RESPONSIBILITIES

The Government has obtained the following permits/licenses related to the construction of this project (attached at the end of this Section):

- Hydraulic Project Approval Permit, Wash. St. Dept. of Fish and Wildlife (Attachment A)
- 401 Water Quality Certification, Washington St. Dept. of Ecology (Attachment B)
- Substantial Development Permit, City of Snoqualmie (Attachment C)
- City of Snoqualmie, Hearing Examiner, Findings, Conclusions and Decision (Attachment D)

(The Government will install new raptor pole at the project site, as referenced in Attachments C, Part 2, paragraph 39 and D, paragraph A2g.

It will be the responsibility of the Contractor to obtain all other permits/licenses required for this project. See the Contract Clause paragraph entitled PERMITS AND RESPONSIBILITIES.

1.7 PRESERVATION OF HISTORICAL, ARCHEOLOGICAL AND CULTURAL RESOURCES (1985 JAN OCE):

(a) Known historical, archeological and cultural resources within the Contractor's work area are designated on the contract drawings. The Contractor shall install protection for these resources as shown on the drawings and shall be responsible for their preservation during the contract.

(b) If, during construction activities, the Contractor observes items that might have historical or archeological value, such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination can be made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in the destruction of these

resources and shall prevent his employees from trespassing on, removing, or otherwise damaging such resources.

1.8 SPECIAL SAFETY REQUIREMENTS:

All construction activities shall be conducted in strict compliance with the Corps of Engineers Safety and Health Requirements Manual EM 385-1-1, and Occupational Safety and Health Administration regulations, as applicable. The manual is available on line at: http://www.hq.usace.army.mil/soh/em385/current/current38511.htm

1.8.1 In addition to Safety and Health Requirements Manual EM 385-1-1, and all applicable OSHA standards, the Contractor shall comply with the requirements listed below. Paragraph numbers refer to EM 385-1-1 or are added thereto.

(a) Paragraph 01.A.19: Add new paragraph: Safety Engineer (1985 JAN OCE) (DAM 52.236/103):

(1) The Contractor shall employ at the project site to cover all hours of work at least one Safety and Occupational Health person to manage the Contractor's accident program. The principal safety person shall report to and work directly for the Contractor's on-site top manager, higher level official, or corporate safety office. The Safety and Health person(s) shall have the authority to take immediate steps to correct unsafe or unhealthful conditions. The presence of a Safety and Health person will not abrogate safety responsibilities of other personnel.

(2) Qualifications for Safety and Occupational Health person(s).

(A) Shall have a degree in engineering or safety in at least a four-year program from an accredited school; or

(B) Shall have legal registration as a Professional Engineer or a Certified Safety Professional and, in addition, shall have been engaged in safety and occupational health for at least one (1) year of experience, no time being credited to this one (1) year unless at least fifty (50) percent of the time each year was devoted to safety and occupational health; or

(C) Shall have a degree other than that specified in (A) above and, in addition, shall have been engaged in safety and occupational health for at least three (3) years' no time being credited to these three (3) years unless fifty (50) percent of the time each year was devoted to safety and occupational health; or

(D) In lieu of a degree, shall have been engaged in safety and occupational health for at least five (5) years, no time being credited to these (5) years unless at least fifty (50) percent of the time each year was devoted to safety and occupational health;

(E) First aid work is not a creditable experience.

(b) Paragraph 01.D.02, revise as follows:

(1) Replace paragraph 01.D.02e with the following:
"e. Property damage in excess of $2,000.00”

(2) Add new paragraph f as follows:
"An injury resulting in a lost workday, not including the day of injury."

1.8.2 All diving shall be done in accordance with EM 385-1-1, Section 30.

1.9 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (ER 415-1-15 31 OCT 89)

This Paragraph specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled "Default (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

1.9.1 The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

1.7.2 The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

1.9.3 The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
10	7	7	4	4	3	1	2	3	6	8	10	Seattle, Wa.

1.9.4 Upon acknowledgment of the notice to proceed (NTP) and continuing throughout the contract, the contractor will record on the daily QCQ report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day.

1.9.5 The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 1.7.3, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled " Default (Fixed Price Construction)".

1.10 SUBCONTRACTORS

Assurance of compliance with this contract by sub-contractors will be the responsibility of the Contractor.

PARTS 2 AND 3 NOT USED

Attachment follows.

~~END OF SECTION~~

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Attachment A

Hydraulic Project Approval Permit

Washington State Department of Fish and Wildlife

Date of Issue: May 15, 2003

Pages 1 through 4

HYDRAULIC PROJECT APPROVAL

RCW 77.55.100 - appeal pursuant to Chapter 34.05 RCW

State of Washington
Department of Fish and Wildlife
Region 4 Office
16018 Mill Creek Boulevard
Mill Creek, Washington 98012

DATE OF ISSUE: May 15, 2003

LOG NUMBER: ST-F1079-03

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
King County Water and Land Resources Division ATTENTION: Tom Bean 201 S. Jackson Street, Suite 600 Seattle, Washington 98104 206-296-8377 Fax: 206-205-5134	Not applicable

Note 1: The second version of this HPA was to change provision #7 of the original HPA. That provision specified financial responsibility of the permittee for any fish kill. However, mitigation for the possible deaths of fish that avoid capture or get past block nets, despite good efforts on the part of the permittee to remove fish from the blasting area, was included in the project's overall mitigation negotiated in December 2002. Therefore provision #7 has been changed. The only change from the original in this HPA revision is the wording of provision #7 (plus this note, date of issue, and Log Number).

Note 2: This revision of the HPA is to specify mitigation for large fish kills. Only provision # 7 has been changed from the second version.

PROJECT DESCRIPTION: Excavate both banks of the Snoqualmie River, starting about 500-feet upstream of the falls, to remove a bottleneck that backs floodwater into the City of Snoqualmie. Remove riverbank trees in the area of the excavations. Remove an abandoned railroad bridge from the Snoqualmie River. Remove fish by netting operations from the section of the river where the banks will be excavated. Excavation via blasting bedrock is authorized. Use of barges secured to the riverbed by spuds penetrating into the river bed is authorized for the railroad bridge removal.

Project description code words for WDFW use: channel modification, bank excavation to widen river, => 500 cubic yards; new; permanent, fixed, fresh water, on bed; natural, wood, raw; water crossing structure, bridge, removal.

PROJECT LOCATION: Right bank widening: 300 feet upstream of the hydroelectric dam at Snoqualmie Falls. Left bank widening: immediately downstream of SR 202 bridge above Snoqualmie Falls. RR bridge removal: about 1600 feet SE of the SR 202 bridge. Latitude 47.5404N, Longitude 121.8358W.

#	WRIA	WATER BODY	TRIBUTARY TO	1/4 SEC.	SEC.	TOWNSHIP	RANGE	COUNTY
1	07.0219	Snoqualmie River mainstem	Snohomish River	NE	30	24 North	08 East	King

PROVISIONS

1. **TIMING LIMITATIONS:** The project may begin **April 1, 2004** and shall be completed by **December 31, 2004**.

a. Note: work for this project is allowed outside the normal fish window because cutthroat trout are the species of main concern at this site above the falls, and cutthroat are unlikely to use the mainstem in this river segment for spawning.

2. First NOTIFICATION REQUIREMENT: The permittee or contractor shall notify the Area Habitat Biologist (AHB) listed below of the fish removal operations start date. Notification shall be received by the AHB at least three working days prior to the start of fish removal activities. Notification via phone or voicemail at 425-379-2303, or via email at hennidgh@dfw.wa.gov is adequate.

3. Second NOTIFICATION REQUIREMENT: The permittee or contractor shall notify the Area Habitat Biologist (AHB) listed below of the exact date and approximate time blasting is to occur. Notification shall be received no less than three working days prior to desired date of blasting. Notification via phone or voicemail at 425-379-2303, or via email at hennidgh@dfw.wa.gov is adequate.

4. Work shall be accomplished per plans and specifications entitled: Snoqualmie River Project Snoqualmie Falls, Washington, dated July 18, 2002; and Record of Agreement Concerning Downstream Fish Mitigation for the Snoqualmie Section 205 Flood Damage Reduction Project, dated January 29, 2003; and, for fish removal, page 7 of the Water Quality Protection Plan, Snoqualmie River Section 205 Flood Control Project, dated June 7, 2002; and Department of Ecology Order # 02SEANR-4919, dated August 20, 2002; and Off-Site Planting Plan for Snoqualmie 205, dated March 18, 2003, submitted to the Washington Department of Fish and Wildlife, except as modified by this Hydraulic Project Approval. These plans reflect design criteria per Chapter 220-110 WAC. These plans reflect mitigation procedures to significantly reduce or eliminate impacts to fish resources. A copy of these plans shall be available on site during construction.

5. Fish habitat components such as rootwads with boles embedded in the banks are required as part of the bank widening project to mitigate project impacts. These fish habitat components shall be installed to withstand 100-year peak flows, and shall be installed at elevations to be in contact with the water at low flow.

6. Prior to any blasting, the permittee shall capture and safely move food fish, game fish, and other fish life from an area at least 400 feet upstream and 75 feet downstream from the blast site. The permittee shall have fish capture and transportation equipment ready and on the job site. Captured fish shall be safely transferred to free-flowing water upstream from the blast area, and released over a river segment long enough to optimize survival of the transported fish and the fish already established on the sites of release. The work area shall be blocked to prevent the re-entry of fish into the blast area. This requires the use of block nets or seines.

7. The permittee shall provide additional mitigation for large kills of fish (more than 100 fish) that occur due to failure of fish removal operations or pollution by supplementing the Off-Site Planting Plan for Snoqualmie 205, dated March 18, 2003, with additional river bank plantings of similar character. Such mitigation shall consist of two additional tree plantings for every observed fish death. However, kills during blasting operations of small numbers of fish (100 or less) that escaped capture during good efforts at fish removal, or that entered the capture area despite good efforts at blockage against entry, are authorized due to inclusion of mitigation for the possibility of such kills in the overall mitigation of the project. A written report detailing any fish kills and subsequent actions shall be submitted to the Area Habitat Biologist as soon as possible following any kill, but no more than 15 days subsequent to the fish kill.

8. Alteration or disturbance of the bank and bank vegetation shall be limited to that necessary to construct the project. Within seven calender days of project completion, all disturbed areas shall be protected from erosion using vegetation or

State of Washington
Department of Fish and Wildlife
Region 4 Office
16018 Mill Creek Boulevard
Mill Creek, Washington 98012

DATE OF ISSUE: May 15, 2003 **LOG NUMBER:** ST-F1079-03

other means. The banks at the excavation areas shall be vegetated according to Plate L-2 of the plans, and maintained as necessary for three years to ensure 80 percent survival. In the area of riverbank disturbance caused by removal of the railroad bridge, willow cuttings shall be planted at a maximum interval of three feet (on center) and maintained as necessary for three years to ensure 80 percent survival, or a planting plan designed to accomplish better ecological functions, approved by King County Ecologists, shall be carried out and maintained for at least three years.

9. Every effort shall be taken during all phases of this project to ensure that sediment-laden water nor other pollutants are allowed to enter the stream. Sediment and other pollutants shall be controlled as required by the Department of Ecology Order # 02SEANR-4919.

SEPA: DNS by City of Snoqualmie final on January 7, 2002.

APPLICATION ACCEPTED: May 15, 2003 **ENFORCEMENT OFFICER:** Boone (30) [P2]

Douglas G. Hennick (425) 379-2303 Douglas G. Hennick **for Director**
Area Habitat Biologist **WDFW**

GENERAL PROVISIONS

This Hydraulic Project Approval (HPA) pertains only to the provisions of the Fisheries Code (RCW 77.55 - formerly RCW 75.20). Additional authorization from other public agencies may be necessary for this project.

This HPA shall be available on the job site at all times and all its provisions followed by the permittee and operator(s) performing the work.

This HPA does not authorize trespass.

The person(s) to whom this HPA is issued may be held liable for any loss or damage to fish life or fish habitat which results from failure to comply with the provisions of this HPA.

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.

All HPAs issued pursuant to RCW 77.55.100 or 77.55.200 are subject to additional restrictions, conditions or revocation if the Department of Fish and Wildlife determines that new biological or physical information indicates the need for such action. The permittee has the right pursuant to Chapter 34.04 RCW to appeal such decisions. All HPAs issued pursuant to RCW 77.55.110 may be modified by the Department of Fish and Wildlife due to changed conditions after consultation with the permittee: PROVIDED HOWEVER, that such modifications shall be subject to appeal to the Hydraulic Appeals Board established in RCW 77.55.170.

APPEALS - GENERAL INFORMATION

HYDRAULIC PROJECT APPROVAL

RCW 77.55.100 - appeal pursuant to Chapter 34.05 RCW

State of Washington
Department of Fish and Wildlife
Region 4 Office
16018 Mill Creek Boulevard
Mill Creek, Washington 98012

DATE OF ISSUE: May 15, 2003

LOG NUMBER: ST-F1079-03

IF YOU WISH TO APPEAL A DENIAL OF OR CONDITIONS PROVIDED IN A HYDRAULIC PROJECT APPROVAL, THERE ARE INFORMAL AND FORMAL APPEAL PROCESSES AVAILABLE.

A. INFORMAL APPEALS (WAC 220-110-340) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.100, 77.55.110, 77.55.140, 77.55.190, 77.55.200, and 77.55.290:
A person who is aggrieved or adversely affected by the following Department actions may request an informal review of:
(A) The denial or issuance of a HPA, or the conditions or provisions made part of a HPA; or
(B) An order imposing civil penalties.
It is recommended that an aggrieved party contact the Area Habitat Biologist and discuss the concerns. Most problems are resolved at this level, but if not, you may elevate your concerns to his/her supervisor. A request for an INFORMAL REVIEW shall be in WRITING to the Department of Fish and Wildlife, 600 Capitol Way North, Olympia, Washington 98501-1091 and shall be RECEIVED by the Department within 30-days of the denial or issuance of a HPA or receipt of an order imposing civil penalties. The 30-day time requirement may be stayed by the Department if negotiations are occurring between the aggrieved party and the Area Habitat Biologist and/or his/her supervisor. The Habitat Protection Services Division Manager or his/her designee shall conduct a review and recommend a decision to the Director or its designee. If you are not satisfied with the results of this informal appeal, a formal appeal may be filed.

B. FORMAL APPEALS (WAC 220-110-350) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.100 OR 77.55.140:
A person who is aggrieved or adversely affected by the following Department actions may request an formal review of:
(A) The denial or issuance of a HPA, or the conditions or provisions made part of a HPA;
(B) An order imposing civil penalties; or
(C) Any other "agency action" for which an adjudicative proceeding is required under the Administrative Procedure Act, Chapter 34.05 RCW.
A request for a FORMAL APPEAL shall be in WRITING to the Department of Fish and Wildlife, 600 Capitol Way North, Olympia, Washington 98501-1091, shall be plainly labeled as "REQUEST FOR FORMAL APPEAL" and shall be RECEIVED DURING OFFICE HOURS by the Department within 30-days of the Department action that is being challenged. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, the deadline for requesting a formal appeal shall be within 30-days of the date of the Department's written decision in response to the informal appeal.

C. FORMAL APPEALS OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.110, 77.55.200, 77.55.230, or 77.55.290:
A person who is aggrieved or adversely affected by the denial or issuance of a HPA, or the conditions or provisions made part of a HPA may request a formal appeal. The request for FORMAL APPEAL shall be in WRITING to the Hydraulic Appeals Board per WAC 259-04 at Environmental Hearings Office, 4224 Sixth Avenue SE, Building Two - Rowe Six, Lacey, Washington 98504; telephone 360/459-6327.

D. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS RESULTS IN FORFEITURE OF ALL APPEAL RIGHTS. IF THERE IS NO TIMELY REQUEST FOR AN APPEAL, THE DEPARTMENT ACTION SHALL BE FINAL AND UNAPPEALABLE.

Attachment B

401 Water Quality Certification

Washington State Department of Ecology

- Letter Dated Aug. 20. 2002 with order # 02 SEANR - 4619

- Letter Dated Dec. 10, 2002 with First Amendment to order

14 Pages

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
Northwest Regional Office • 3190 160th Avenue SE • Bellevue, Washington 98008-5452 • (425) 649-7000

August 20, 2002

REGISTERED MAIL – RR 359 892 725 US and RR 359 892 734 US

Paul W. Cooke
U.S. Army Corps of Engineers
Planning Branch
PO Box 3755
Seattle, WA 98124-2255

Tom Bean
King County Department of Natural Resources
201 S. Jackson Street, Suite 600
Seattle, WA 98104-3855

Dear Mr. Cooke and Mr. Bean:

RE: **Order # 02SEANR-4619**
U.S. Army Corps of Engineers # PL-01-03-- Water Quality Certification / Coastal Zone Consistency Determination for construction of Snoqualmie River Section 205 Flood Control Project, Snoqualmie, Washington.

The request for certification for proposed work in Snoqualmie River has been reviewed. On behalf of the State of Washington, we certify that the proposed work, as conditioned by the enclosed Order, will comply with applicable provisions of Sections 301, 302, 303, 306 and 307 of the Clean Water Act, as amended, and other appropriate requirements of State law. This letter also serves as the State response to the Corps of Engineers.

Pursuant to 16 U.S.C. 1456 et. seq. (Section 307(c)(3) of the Coastal Zone Management Act of 1972 as amended), Ecology concurs with the applicant's determination that this work will be consistent with the approved Washington State Coastal Zone Management Program. This concurrence is based upon the applicant's compliance with all applicable enforceable policies of the Coastal Zone Management Program, including Section 401 of the Federal Water Pollution Control Act.

This certification is subject to the conditions contained in the enclosed Order.

If you have any questions, please contact Alice Kelly at (425) 649-7145. Written comments can be sent to her at the Department of Ecology, 3190 – 160th Ave. SE, Bellevue, WA 98008. The enclosed Order may be appealed by following the procedures described in the Order.

Sincerely,

Jeannie Summerhays

Jeannie Summerhays
Section Manager
Shorelands and Environmental Assistance Program

JS:AK:sa
Enclosure
cc: Michael Scuderi - Corps
Doug Hennick - WDFW
Deborah Cornett - WDFW
Ron Devitt - Ecology
Chuck Steele - Ecology

Department of Ecology
Northwest Regional Office

THE MATTER OF GRANTING A WATER QUALITY CERTIFICATION TO U.S. Army Corps of Engineers and King Co. Dept. of Natural Resources in accordance with 33 U.S.C. 1341 FWPCA § 401, RCW 90.48.260 and Chapter 173-201A WAC	))))))))	**ORDER # 02SEANR-4619** **Corps #PL-01-03** Construction of flood damage reduction project on the Snoqualmie River by widening of river upstream of Snoqualmie Falls; removal of railroad bridge; located near City of Snoqualmie, Section 30, T. 24 N., R. 8 E., King County, Washington.

TO: Paul W. Cooke
U.S. Army Corps of Engineers
Planning Branch
PO Box 3755
Seattle, WA 98124-2255

Tom Bean
King County Department of Natural Resources
201 S. Jackson Street, Suite 600
Seattle, WA 98104-3855

On November 14, 2001, a public notice for a proposed water quality certification from the State of Washington was distributed for the above-referenced project pursuant to the provisions of 33 U.S.C. 1341 (FWPCA §401). The purpose of the proposed project is to reduce flooding in the City of Snoqualmie by widening the Snoqualmie River downstream of the City of Snoqualmie, above Snoqualmie Falls, between river mile (RM) 40 and RM 42.

Previous public notice TB-99-01 was issued on June 14, 1999 for this project, which initiated the one-year review for water quality certification. On June 12, 2000, the U.S. Army Corps of Engineers withdrew their request for water quality certification pending design changes. Review by Ecology started again with issuance of the November 14, 2001 public notice.

Right-bank widening consists of removing an existing rock outcrop just upstream from the Puget Sound Energy facility footbridge. The channel in this reach would be widened from about 140 feet to 200 feet, along approximately 340 linear feet of river shoreline. The rock will be excavated by directional blasting, which will be used to provide alcoves for fish refuge and areas for plantings. Approximately 8,056 cubic yards of rock and dirt will be excavated landward of ordinary high water mark; 2,648 cubic yards of material will be removed waterward of ordinary high water mark.

Left-bank widening consists of removing 12,819 cubic yards of earth and rock landward of ordinary high water mark and 8,210 cubic yards of material waterward of ordinary high water

mark, along 475 linear feet of river shoreline. The channel would be widened from about 150 to 175 feet to 200 feet in order to increase the hydraulic efficiency of the channel area during a flood. The bank will be stabilized by placement of rip-rap, with a bench of vegetation placed between elevation 404 and 406.

Additional work on the left bank includes removal of an abandoned railroad bridge upstream of the Highway 202 bridge.

AUTHORITIES:

In exercising authority under 33 U.S.C. 1341, 16 U.S.C. 1456, and RCW 90.48.260, Ecology has investigated this application pursuant to the following:

1. Conformance with applicable water quality-based, technology-based, and toxic or pretreatment effluent limitations as provided under 33 U.S.C. Sections 1311, 1312, 1313, 1316, and 1317 (FWPCA Sections 301, 303, 306 and 307);

2. Conformance with the state water quality standards as provided for in Chapter 173-201A WAC authorized by 33 U.S.C. 1313 and by Chapter 90.48 RCW, and with other appropriate requirements of state law; and

3. Conformance with the provision of using all known, available and reasonable methods to prevent and control pollution of state waters as required by RCW 90.48.010.

CONDITIONS OF ORDER # 02SEANR-4619 AND WATER QUALITY CERTIFICATION:

In view of the foregoing and in accordance with 33 U.S.C. 1341, 90.48.260 RCW and Chapter 173-201A WAC, water quality certification is granted to the U.S. Army Corps of Engineers and King County subject to the following conditions:

A. No Impairment of Water Quality:

A1. The Snoqualmie River is classified as Class A waters of the state. Certification of this proposal does not authorize the U.S. Army Corps of Engineers and King County to exceed applicable state water quality standards (Chapter 173-201A Washington Administrative Code (WAC)) or sediment quality standards (Chapter 173-204 WAC). Water quality criteria contained in WAC 173-201A-030(1) and WAC 173-201A-040 shall apply to this project, unless otherwise authorized by Ecology. Nothing in this certification shall absolve the U.S. Army Corps of Engineers and King County from liability for contamination and any subsequent cleanup of surface waters or sediments occurring as a result of project construction or operations.

The Snoqualmie River has been identified on the current 303(d) list as exceeding state water quality standards for temperature. This proposed project shall not result in further exceedances of water quality standards.

B. Pre-Construction Meeting

B1. Before in-water construction begins, a pre-construction meeting shall be held on-site between the project engineer, all necessary construction contractors, and agency representatives including Department of Ecology and Washington Department of Fish and Wildlife. During this meeting, site conditions, permit specifications and the requirements of the water quality monitoring plan and the sediment and erosion control plans will be reviewed. This will assist all involved parties in understanding the intent, specifications, and requirements of the permits and plans. Notification of the meeting shall occur at least 5 working days in advance of the meeting.

C. Dredging and In-water Activity:

C1. Short-Term Modification to the Water Quality Standards:
The dredging operation may cause water quality effects that will exceed the state water quality criteria specified in WAC 173-201A. Per WAC 173-201A-110, Ecology may grant a modification to the standards to allow for exceedances of the criteria on a short-term basis when necessary to accommodate essential activities. The Snoqualmie River is classified as Class A and the criteria of that class apply except as specifically modified by this Order. Turbidity in Class A waters shall not exceed 5 NTU over background when the background turbidity is 50 NTU or less, or have more than a 10 percent increase in turbidity when the background turbidity is more than 50 NTU.

Mixing zones (or zones of disturbance) can be authorized to allow for temporary exceedances of certain water quality standards in state waters immediately adjacent to a permitted project. For this project, a mixing zone of 500 feet downstream from the downstream edge of the in-water activities is considered reasonably sufficient to allow for temporary water quality exceedances. Within the mixing zone, the Class A standard for turbidity is waived. The Class A standard for dissolved oxygen may be exceeded but shall not be caused to drop below 6.0 mg/l. All other applicable water quality standards shall remain in effect within the mixing zone and all other water quality standards are to be met outside of the authorized mixing zone.

C2. This modification shall remain in effect for the entire duration of time necessary to complete the work. However, the waiver of specified standards within the mixing zone is intended for brief periods of time (such as a few hours or a day) and is not an authorization to exceed those standards for the entire duration of construction. In no case does the waiver authorize degradation of water quality that significantly interferes with or becomes injurious to characteristic water uses, including fisheries habitat, or causes long-term harm to the Snoqualmie River.

C3. If dredged material is placed on the adjacent uplands to dewater, a protective berm of suitable material, such as concrete blocks, wood planks, etc., shall be placed to retain the dredged material as it dewaters to prevent the uncontrolled discharge of return flows back into the waters of the state. Any return flows shall be controlled so as to minimize suspended sediments and excess turbidity.

D. Water Quality Sampling and Monitoring:

D1. The Water Quality Protection Plan, developed by the U.S. Army Corps of Engineers, dated June 7, 2002, shall be implemented with the following changes and additions:

Location of water quality monitoring points: A minimum of four water sampling points shall be established, as follows:

A. A point approximately 500 feet downstream of the left bank widening activity, slightly upstream or even with the right-bank activity zone. This is the compliance point for monitoring of left bank activity.

B. A point downstream of Snoqualmie Falls, as far upstream as safe and practicable, for monitoring of right bank activity. This is the compliance point for right bank activity when the Puget Sound Energy penstock diversion is not operating.

C. A point 500 feet or less downstream of the penstock discharge point, for compliance monitoring of right bank activity when the Puget Sound Energy penstock diversion is operating.

D. Baseline monitoring point upstream of activity.

E. Frequency of Monitoring: Monitoring shall take place at the sampling points a minimum of every two hours throughout the first day of construction activity. If monitoring indicates turbidity standards are not being met at the boundary of the mixing zone, measures shall be taken to reduce turbidity rates, such as reducing the rate of dredging, placement of a second sediment curtain, etc. If monitoring shows that standards are being met at the mixing zone boundary, then monitoring may be reduced to twice per day. Sampling shall increase if exceedances are detected. Sampling inside the silt curtain is optional.

F. Monitoring shall take place a minimum of every two hours during the days that blasting occurs.

Note: The water quality monitoring plan, including frequency of monitoring, shall be amended and supplemented as necessary to address specific site conditions that may arise. Amendments to the water quality monitoring plan shall be reviewed and approved by Ecology.

D2. At the compliance points, turbidity in Class A waters shall not exceed 5 NTU over background when the background turbidity is 50 NTU or less, or have more than a 10 percent increase in turbidity when the background turbidity is more than 50 NTU.

D3. If no exceedances are detected, results of water quality sampling shall be forwarded once per week to Alice Kelly at Department of Ecology, e-mail akel461@ecy.wa.gov, and Ron Devitt at e-mail rdev461@ecy.wa.gov or fax at (425) 649-7098.

D4. If exceedances are detected, immediately take action to stop, contain, and clean up unauthorized discharges or otherwise stop the violation and correct the problem. Contingency measures shall be implemented.

- Notify Ecology of the failure to comply. Spill events shall be reported immediately to Ecology's 24-Hour Spill Response Team at (425) 649-7000, and within 24 hours to Ecology's Alice Kelly at (425) 649-7145.

- Submit a detailed written report to Ecology within five days that describes the nature of the violation, corrective action taken and/or planned, steps to be taken to prevent a recurrence, results of any samples taken, and any other pertinent information.

D5. The Erosion and Sediment Control Plan shall be submitted to Ecology after the contractor has been selected, based on site-specific information and conditions. The Plan shall be revised and/or added to as necessary to address specific situations that may arise during construction. The Plan shall be submitted to Ecology at least 15 days before construction begins.

E. Mitigation

E1. On-site revegetation of the left bank is required per the specifications in the revegetation plan submitted by the applicant. Monitoring and control of invasive plants is required.

E2. Off-site additional riparian plantings to mitigate for temporal loss of mature riparian vegetation is required.

The applicant and/or sponsors shall provide additional riparian vegetation as follows: Native trees, minimum 6-feet in height, shall be planted at 11-foot centers along the Snoqualmie River upstream of Snoqualmie Falls. The plantings shall cover an area three times the area of the drip line of the trees removed from the left bank widening section. The trees shall be planted in an area(s) not currently vegetated with trees. An as-built plan shall be submitted to Ecology after planting is complete, in no case later than December 31, 2003.

E3. The City of Snoqualmie is a local sponsor of this bank-widening project. The City is separately pursuing a berm removal project in this reach of the Snoqualmie River that will provide additional flood storage. This storage will offset some of the potential impacts of increased flows downstream due to the bank-widening project. The berm project involves removal of a 5,650 foot long berm located upstream of the falls on the south side of Weyerhaeuser property. Berm removal is estimated to provide approximately 350 acre feet of flood storage, and is currently partially removed. Ecology will expect the remainder of the berm to be removed by December 31, 2005. If removal is delayed, the applicant or local sponsor shall notify Ecology of the delay and reason for the delay. If the berm removal is not completed, this permit will be void until the applicant and/or sponsors provide a plan to Ecology for its review and written approval for additional flood-storage mitigation within one year of abandonment of the berm removal project. The Washington State Department of Fish and Wildlife (WDFW) has indicated that additional data will be required by WDFW to determine possible downstream impacts to fisheries resources by increase in peak flows. The Corps and local government sponsors shall provide this data to Ecology when it is provided to WDFW. If the data does not indicate a downstream impact to the fisheries resources, no further mitigation beyond removal of the Weyerhaeuser berm will be required by Ecology. If the data indicates a downstream impact to the fisheries resource, the Corps and local government's sponsors, in coordination with WDFW, shall develop a downstream fisheries mitigation plan acceptable to mitigation the impacts. Mitigation currently being evaluated involves enhancement of Chinook habitat by removal or breaching of a levee on Spencer Island in the lower Snohomish Estuary or habitat restoration in the Stillwater basin. If these two projects are determined to be impractical or infeasible by the sponsors, Corps, or WDFW, an alternative mitigation plan shall be developed. The mitigation plan shall be submitted to WDFW for approval and to Ecology for review.

F. Construction Stormwater and Erosion Control:

F1. Work in or near waters of the state shall be done so as to minimize turbidity, erosion, and other water quality impacts. Construction stormwater, sediment and erosion control Best Management Practices suitable to prevent exceedances of state water quality standards (*e.g.*, silt curtains, detention areas, filter fences, etc.) shall be in place before starting construction.

F2. Wash water containing oils, grease, or other hazardous materials resulting from wash down of equipment or working areas shall be contained for proper disposal, and shall not be discharged into state waters.

G. Emergency/Contingency Measures:

G1. Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc., shall be checked regularly for drips or leaks, and shall be maintained and stored properly to prevent spills into state waters.

G2. In the event the applicant is unable to comply with any of the permit terms and conditions (including turbidity standards) due to any cause, the applicant shall:

- Immediately take action to stop, contain, and clean up unauthorized discharges or otherwise stop the violation and correct the problem.

- Notify Ecology of the failure to comply. Spill events shall be reported immediately to Ecology's 24-Hour Spill Response Team at (425) 649-7000, and within 24 hours to Ecology's Alice Kelly at (425) 649-7145.

- Submit a detailed written report to Ecology within five days that describes the nature of the violation, corrective action taken and/or planned, steps to be taken to prevent a recurrence, results of any samples taken, and any other pertinent information.

  Compliance with this condition does not relieve the applicant from responsibility to maintain continuous compliance with the terms and conditions of this Order or the resulting liability from failure to comply.

H. Other Permits and Approvals

- City of Snoqualmie Adoption of NEPA Environmental Assessment for SEPA Determination of Non-Significance, dated January 7, 2002.
- Shoreline Permit SH 00-08 issued by the City of Snoqualmie on March 29, 2002.

I. General Conditions:

I1. For purposes of this Order, the term "Applicant" shall mean U.S. Army Corps of Engineers and King County Department of Natural Resources and its agents, assigns, and contractors.

I2. This certification does not exempt and is provisional upon compliance with other statutes and codes administered by federal, state, and local agencies.

I3. Notification: The applicant shall provide notice to Ecology's Alice Kelly at least 3 days prior to the start of construction. Notification can take place by e-mail to akel461@ecy.wa.gov, telephone to (425) 649-7145, fax to (425) 649-7098, or in writing.

I4. The applicant will be out of compliance with this certification if the project is constructed and/or operated in a manner not consistent with the project description contained in the Public Notice for certification, or as otherwise approved by Ecology. Additional mitigation measures may be required through other local, state, or federal requirements.

I5. The applicant will be out of compliance with this certification and must reapply with an updated application if five years elapse between the date of the issuance of this certification and the beginning of construction and/or discharge for which the federal license or permit is being sought.

I6. The applicant will be out of compliance with this certification and must reapply with an updated application if the information contained in the Public Notice is voided by subsequent submittals to the federal agency. Any future action at this project location, emergency or otherwise, that is not defined in the public notice, or has not been approved by Ecology, is not authorized by this Order. All future actions shall be coordinated with Ecology for approval prior to implementation of such action.

I7. Copies of this Order shall be kept on the job site and readily available for reference by Ecology personnel, the construction superintendent, construction managers and foremen, and state and local government inspectors.

I8. To avoid violations or non-compliance with this Order, the applicant shall ensure that project managers, construction superintendents, and other responsible parties have read and understand relevant aspects of this Order, the HPA, and any subsequent revisions or Ecology-approved plans. To achieve this, the U.S. Army Corps of Engineers and King County shall provide to Ecology a signed statement from each project manager and construction superintendent working at the project that they have read and understand the conditions of this Section 401 Water Quality Certification and other environmental permits authorizing this project. These statements shall be provided to Ecology no less than seven (7) days before construction begins at each project or mitigation site.

I9. The applicant shall provide access to the project site upon request by Ecology personnel for site inspections, monitoring, necessary data collection, or to ensure that conditions of this Order are being met.

I10. Nothing in this Order waives Ecology's authority to issue additional orders if Ecology determines further actions are necessary to implement the water quality laws of the state. Further Ecology retains continuing jurisdiction to make modifications hereto through supplemental order, if additional impacts due to project construction or operation are identified (*e.g.*, violations of water quality standards, downstream erosion, etc.), or if additional conditions are necessary to further protect the public interest.

I11. Liability: Any person who fails to comply with any provision of this Order shall be liable for a penalty of up to ten thousand dollars ($10,000) per violation for each day of continuing noncompliance.

Appeal Process:

Any person aggrieved by this Order may obtain review thereof by appeal, within thirty (30) days of receipt of this Order, to the Washington Pollution Control Hearings Board, P.O. Box 40903, Olympia, WA 98504-0903. Concurrently, a copy of the appeal must be sent to the Department of Ecology, Shorelands and Environmental Assistance Program, P.O. Box 47600, Olympia, WA 98504-7600. These procedures are consistent with the provisions of Chapter 43.21B RCW and the rules and regulations adopted thereunder.

Dated August 21, 2002 at Bellevue, Washington.

Jeannie Summerhays, Section Manager
Shorelands and Environmental Assistance Program
Department of Ecology
State of Washington

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
Northwest Regional Office • 3190 160th Avenue SE • Bellevue, Washington 98008-5452 • (425) 649-7000

December 10, 2002

CERTIFIED MAIL
7001 2510 002 0897 6392

Paul W. Cooke
U.S. Army Corps of Engineers
Planning Branch
PO Box 3755
Seattle, WA 98124-2255

Dear Mr. Cooke:

RE: **Order # 02SEANR-4619**
Amendment to Water Quality Certification for Snoqualmie Flood Reduction project, Snoqualmie, Washington.

Enclosed is an amendment to Water Quality Certification for construction of the Snoqualmie Flood Reduction project by widening of the Snoqualmie River. On behalf of the State of Washington, we certify that the proposed work, as conditioned by the enclosed Order, will comply with applicable provisions of Sections 301, 302, 303, 306 and 307 of the Clean Water Act, as amended, and other appropriate requirements of State law.

This amendment is issued according to the settlement stipulation for Pollution Control Hearings Board Case No. 02-165.

This certification is subject to the conditions contained in the enclosed Order. If you have any questions, please contact Alice Kelly at (425) 649-7145. Written comments can be sent to her at the Department of Ecology, 3190 – 160th Ave. SE, Bellevue, WA 98008. The enclosed Order may be appealed by following the procedures described in the Order.

Sincerely,

Jeannie Summerhays
Section Manager
Shorelands and Environmental Assistance Program

JS:ak:jc

Enclosure

cc: Tom Bean, King County
Joseph Rochelle, King County
Michael Scuderi, Corps
Doug Hennick, WDFW
Deborah Cornett, WDFW
Ian Kanair, Snoqualmie Indian Tribe
Joan Marchioro, AG

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

IN THE MATTER OF GRANTING	)	
A WATER QUALITY	)	**ORDER # 02SEANR-4619**
CERTIFICATION TO	)	**First Amendment**
U.S. Army Corps of Engineers	)	
Snoqualmie Flood Reduction Project	)	
City of Snoqualmie, King County, Washington	)	

This amendment is issued under the provisions of Chapter 90.48 RCW and Chapter 173-201A WAC.

Administrative Order No. 02SEANR-4619, issued August 20, 2002, is hereby amended as follows:

References to King County Department of Natural Resources as a permittee or recipient of the Order are deleted. Such references are deleted from all headers, addresses, and conditions A1, I1, and I8.

Condition E3. is replaced by two paragraphs as follows (includes correction of typographical errors):

E3. The City of Snoqualmie is a local sponsor of this bank-widening project. The City is separately pursuing a berm removal project in this reach of the Snoqualmie River that will provide additional flood storage. This storage will offset some of the potential impacts of increased flows downstream due to the bank-widening project. The berm project involves removal of a 5,650 foot long berm located upstream of the falls on the south side of Weyerhaeuser property. Berm removal is estimated to provide approximately 350 acre feet of flood storage, and is currently partially removed. Ecology will expect the remainder of the berm to be removed by December 31, 2005. If removal is delayed, the applicant or local sponsor shall notify Ecology of the delay and reason for the delay. If the berm removal is not completed, this permit will be void until the applicant and/or sponsors provide a plan to Ecology for its review and written approval for additional flood-storage mitigation within one year of abandonment of the berm removal project.

E4. The Washington State Department of Fish and Wildlife (WDFW) has indicated that additional data will be required by WDFW to determine possible downstream impacts to fisheries resources by increase in peak flows. The Corps and local government sponsors shall provide this data to Ecology when it is provided to WDFW. If the data does not indicate a downstream impact to the fisheries resources, no further mitigation beyond removal of the Weyerhaeuser berm will be required by Ecology. If the data indicates a downstream impact to the fisheries resource, the Corps, in consultation with the local government sponsors and in coordination with WDFW, shall develop and implement a downstream fisheries mitigation plan acceptable to mitigate the impacts. Mitigation currently being evaluated involves enhancement of Chinook habitat by removal or breaching of a levee on Spencer Island in the lower Snohomish Estuary or habitat

restoration in the Stillwater basin. If these two projects are determined to be impractical or infeasible by the sponsors, Corps, or WDFW, an alternative mitigation plan shall be developed. The mitigation plan shall be submitted to WDFW for approval and to Ecology for review.

No other conditions or requirements of the above-mentioned order are affected by this amendment.

The Department of Ecology retains continuing jurisdiction to make modifications hereto through supplemental order, if it appears necessary to further protect the public interest. Failure to comply with this Order may result in the issuance of civil penalties or other actions whether administrative or judicial, to enforce the terms of this Order.

Any person aggrieved by this Order may obtain review thereof by appeal. The Applicant can appeal up to 30 days after receipt of the permit, and all others can appeal up to 30 days from the postmarked date of the permit. The appeal must be sent to the Washington Pollution Control Hearings Board, P.O. Box 40903, Olympia WA 98504-0903. Concurrently, a copy of the appeal must be sent to the Department of Ecology, Shorelands and Environmental Assistance Program, P.O. Box 47600, Olympia WA 98504-7600. These procedures are consistent with the provisions of Chapter 43.21B RCW and the rules and regulations adopted thereunder.

Dated 12/10/02 at Bellevue, Washington.

Jeannie Summerhays, Section Manager
Shorelands and Environmental Assistance Program

Attachment C

Substantial Development Permit SH 00-08

City of Snoqualmie

Date of Issue: March 29, 2002

Pages 1 through 18

NOTE: THIS PAGE FOR
GOVERNMENT USE ONLY

SHORELINE MANAGEMENT ACT OF 1971
PERMIT FOR SHORELINE MANAGEMENT SUBSTANTIAL DEVELOPMENT, CONDITIONAL USE, OR VARIANCE

■ Substantial Development Permit
☐ Variance
☐ Conditional Use

Administering Agency: City of Snoqualmie
Application No.: SH 00-08
Date Received: November 6, 2001
Date Complete: January 7, 2002
Approved ■ Denied ☐
Date of Issuance: March 29, 2002
Date of Expiration: 2 years from the effective date of this permit, pursuant to RCW 90.58.143 and WAC 173-27-090

PART 1: BACKGROUND PERMIT INFORMATION

Pursuant to RCW 90.58, a permit is hereby granted, subject to the conditions set forth herein, to:

U.S. Army Corps of Engineers on application of:

King County Department of Natural Resources
Water and Land Resources Division
201 South Jackson Street, Suite 600
Seattle, WA 98104-3855

Note: The project proponent is the U.S. Army Corps of Engineers, and the project is being constructed as a direct federal action under authority of Section 205 of the 1948 Flood Control Acts. King County is the project's local sponsor and applicant. Permits and approvals required by federal law are obtained directly by the Corps of Engineers. State and local permits and approval are obtained by the local sponsor for and on behalf of the Corps of Engineers.

to under take the following development:

The Army Corps of Engineers Snoqualmie River at Snoqualmie Flood Damage Reduction Project, in accordance with Plans and Specifications dated July 6, 2001, and received by the City January 11, 2002.

The above referenced project consists of the following elements:

Right Bank Channel Widening:
On the right bank of the Snoqualmie River between the SR 202 bridge and Snoqualmie Falls, within the Urban Riverfront Environment, about 340 linear feet of a bank outcrop of bedrock would be excavated for widening the channel for the purposes of increasing hydraulic conveyance to reduce upstream flooding. The excavation would disturb approximately 0.2 acres above the ordinary high-water level

(OHWL) and 0.5 acres below OHWL. Approximately 10,704 cubic yards of rock and soil would be removed. An existing private Puget Sound Energy access road would be re-located approximately 10 feet landward to accommodate the space required for the right-bank channel widening. The finished slopes will be roughened to provide hydraulic cover for fish. Soil pockets approximately 20 feet apart will be excavated into the bedrock to provide for native tree and shrub plantings.

Left Bank Channel Widening:
On the left bank of the Snoqualmie River between the SR 202 bridge and Snoqualmie Falls, within the Conservancy Environment, about 475 linear feet of shoreline would be excavated for widening the channel for the purposes of increasing hydraulic conveyance to reduce upstream flooding. The excavation would disturb approximately 0.9 acres above the OHWL and 1.2 acres below the OHWL. Approximately 21,029 cubic yards of soil would be removed. The cut slopes would then be stabilized with 6,388 cubic yards of derick stone, 616 cubic yards of rock riprap and an additional 740 cubic yards of quarry spalls. Approximately 1195 cubic yards of soil will be used for plantings within the derick stone. Large woody debris (tree stems with root wads) will be anchored to the toe of the excavation. Native plantings will be established on the newly sloped banks to provide shade, cover and food sources to fish and wildlife as well as to provide aesthetic benefits.

Additionally, approximately 400 lineal feet of SE 69th Street (a minor access road that transitions to a private driveway for the Snoqualmie Falls hydroelectric facilities) and utiliies, both overhead and underground, will be re-located landward approximately 15 feet to accommodate the space required for the left bank channel widening.

Right Bank Erosion Control Revetment:
A rock revetment would be located along approximately 260 feet of the right bank just upstream of the SR-202 bridge within the Conservancy Environment to prevent damage to critical infrastructure, including the City's sewage treatment plant and Mill Pond Road, from further erosion of the bank due to the increased stream velocities generated by the project. The revetment would entail excavating 1230 cubic yards of existing soil for a trench for locating the riprap and placing 780 cubic yards of riprap within the trench. The revetment will be covered with 450 cubic yards of native soil and the disturbed area replanted with native plantings. The buried revetment will be set back from the shoreline to preserve the existing shoreline vegetation to the greatest extent possible.

Railroad Bridge Removal:
An abandoned and partially destroyed 180 foot-long steel-truss railroad bridge within the Conservancy Environment would be removed to prevent future log and debris jams that could decrease flood conveyance. A 75 foot-long left-bank approach trestle and a 750 foot-long right-bank approach trestle would also be removed. A temporary access road would be built from SR-202 to the left-bank approach trestle to facilitate its removal and to serve as a staging area for a crane to be used to remove the bridge and approach trestle. The areas disturbed for the access road and crane would be re-planted with native species after construction. The right-bank approach is outside of the City of Snoqualmie, under King County's jurisdiction, and is therefore not a part of this application.

upon the following property:

The proposed project is located within the river channel and along the banks of the Snoqualmie River just upstream of Snoqualmie Falls in the City of Snoqualmie and its Urban Growth Area (King County). The downstream end of the project is approximately 500 feet upstream of Snoqualmie Falls, approximately at river mile (RM) 40.3. The upstream end of the project is approximately where Northern Street (if extended) would cross the river channel, near RM 41.0. All of the project actions

except the Right Bank railroad bridge trestle approach and part of the railroad bridge removal are within the City of Snoqualmie. Those portions of the project that are not within the City are in unincorporated King County and are not subject to the City's Shoreline Master Program or other City regulations. The left bank excavation and channel widening and the right bank erosion control revetment are within the Conservancy Environment and the right bank excavation and channel widening is within the Urban Riverfront Environment.

Within the *Snoqualmie River* and/or its associated wetlands:

The project site is located within the river channel and along the banks of the Snoqualmie River, a shoreline of statewide significance (RCW 90.58.030)).

PART 2: ANALYSIS AND FINDINGS:

In accordance with SMC 19.08.240 (Permit Review), section B, and WAC 173-27-130(3)(b) the Shoreline Administrator makes the following findings and conclusions:

Compliance with Procedural Requirements

1) A Joint Aquatics Resource Permit Application (JARPA) was submitted to the City of Snoqualmie by King County Department of Natural Resources on January 4, 2002, seeking a Shoreline Substantial Development Permit for the U.S. Corps of Engineers Snoqualmie River at Snoqualmie Flood Damage Reduction Project.

2) The City determined the JARPA, as supplemented, constituted a complete application for a Shoreline Substantial Development permit and issued a Statement of Completeness for Shoreline Permit Application 00-08, Snoqualmie River at Snoqualmie Flood Damage Reduction Project on January 9, 2002.

3) A Notice of Application was published in the Snoqualmie Valley Record, the City's official newspaper, on January 17 and 24, 2002, soliciting public comment on the application.

4) Comments were received and considered, and are on file with the City of Snoqualmie.

Compliance with SEPA, Sensitive Areas Ordinance and Endangered Species Act

5) The federal action by the Corps of Engineers is subject to the National Environmental Policy Act (NEPA). A Detailed Project Report and Environmental Assessment, including a Finding of No-Significant Impact under the National Environmental Policy Act (NEPA) was issued by the US Army Corps of Engineers for the proposed project on December 22, 1999, as the Corps' compliance with NEPA.

6) The City adopted the Corps of Engineers' NEPA Environmental Assessment and Finding of No Significant Impact (FONSI) pursuant to WAC 197-11-610(2) on January 7, 2002, as the City's compliance with the State Environmental Policy Act (SEPA) for all City actions in connection with the project.

7) The Snoqualmie River is a Class 1 stream pursuant to the City's Sensitive Areas Ordinance (SAO), chapter 19.12 SMC. Class 1 streams require a 100" buffer. The SAO prohibits alteration of sensitive areas and buffers, but provides for granting an exception for certain public agency actions. A Public Agency Exception for the proposed construction within a sensitive area and associated buffers was approved with conditions by the Hearing Examiner on January 28, 2002. The Shoreline

Substantial Development Permit should be conditioned upon compliance with all conditions of the Public Agency Exception. The Public Agency Exception is attached hereto and the findings and conditions thereof are incorporated in this permit as if set forth at length.

8) The SAO also prohibits the alteration of wetlands and wetland buffers. No wetlands are located within the project boundaries, except the area underneath the railroad trestle in King County. The Corps concluded that he relatively small decrease in occasional winter overbank flooding resulting from our project would not impact wetlands in the general Snoqualmie area. The project will change only the crest elevations of flood events, such as the two year flood event or greater. Water levels between flood events would not change, and therefore wetlands would suffer no impact from the project.

9) The US Army Corps of Engineers has conducted consultations with the applicable services pursuant to Section 7 of the Endangered Species Act. Project approval was granted by the U.S. Fish and Wildlife Service on November 1, 2001. Project approval by the National Marine Fisheries Service is pending, and this Substantial Development Permit should be conditioned upon obtaining such approval prior to commencement of construction.

10) The proposed development must comply with all applicable requirements of the Snoqualmie Municipal Code. In addition to this shoreline permit and sensitive areas review, the project will require the following additional permits from the City of Snoqualmie:

    a) *Flood Improvement Permit for development of lands within the areas of special flood hazard*

    b) *Clearing and Grading Permit, including temporary erosion and sedimentation control plan approval.*

    c) *Demolition Permit (railroad bridge removal).*

Requirement for Shoreline Permit

11) As a direct federal action by the Corps of Engineers under authority of Section 205 of the 1948 Flood Control Act, the Corps project is subject to the federal Coastal Zone Management Act.

12) The State Shoreline Master Program, including the City of Snoqualmie's Shoreline Master Program, has been incorporated into Washington's approved Coastal Zone Management Plan.

13) A City of Snoqualmie Shoreline Substantial Development Permit has been determined necessary to determine the consistency of the project with the State Shoreline Master Program and with the State's Coastal Zone Management Plan.

14) The standard applicable to direct federal actions is that the federal action must be consistent to the maximum extent practicable with the Shoreline Management Act.

City of Snoqualmie Shoreline Master Program

15) The City of Snoqualmie Shoreline Master Program (Master Program) was approved by the Department of Ecology August 16, 1974, and revisions were approved December 16, 1986, and August 18, 1992.

16) The most recent substantive revisions were adopted by the City in 1984 and approved by the Department of Ecology in 1986. This revision added the newly annexed Snoqualmie Falls area and extensively amended substantive policy provisions. The 1992 revisions added the recently annexed waste water treatment plant site to the Master Program and revised the location of the Conservancy

Environment to include the newly annexed territory, without making any other revisions to the substantive policy provisions.

Consistency of Project with Allowable Uses by Environment and General Shoreline Use Regulations of Master Program

17) The Master Program includes a flood control element at page 11, but does not list flood control projects, excavation or dredging as allowable uses within the allowable uses by shoreline environments as set forth on pages 14 and 15. Neither excavation nor dredging is addressed in the allowable uses within the shoreline environments but shoreline protection is permitted as a conditional use in the Urban Riverfront Environment. This creates vagueness or ambiguity with respect to flood control projects which requires the Master Program to be construed to give effect to the intent of the City in adopting the Master Program in 1984.

18) General use regulations by type of use are set out in the Master Program between pages 15 and 24 inclusive. None of the components of the proposed flood control project is explicitly prohibited in the general use regulations of the Master Program, although the general use regulations address both dredging and shoreline protection as separate activities.

19) Dredging is addressed at page 20 of the Master Program, and is defined as removal of earth from the bottom of the water body for the purposes of deepening a navigational channel or to sustain use of the bottom materials for land fill. Dredging is not listed as an allowable use in any shoreline environment. The excavation which will occur as part of the channel widening constitutes dredging as defined in the Master Program, as the channel will be both widened and deepened. The regulation contemplates that dredging might occur even in the Natural Environment, as the regulation states "Any dredging done in the river in the natural environment must comply with all existing permits and laws regulating such a use at the local, county, state and federal level." The regulations for the Natural Environment are more restrictive than for the Conservancy Environment.

20) Shoreline protection is addressed at pages 20 and 21 of the Master Program, and is defined as activities to reduce overbank flow of high waters and stabilize stream banks. The regulation provides that riprapping, channelization and other methods of bank stabilization shall be controlled by the appropriate authorities, compliance with all existing laws and permits shall be required, and planting of natural vegetation shall be encouraged. All elements of the flood control project include shoreline protection. Shoreline protection is allowed only in the Urban Riverfront Environment, and then only as a conditional use.

21) The City of Snoqualmie has experienced recurring severe flooding problems, with major flood events occurring in 1959, 1975, 1986 and 1990 causing millions of dollars of damage, and less severe flood events occurring on a more frequent periodic basis, the most recent floods causing significant property damage in 1995 and 1996, both of which were federally declared disasters.

22) The main purpose of construing vague or ambiguous regulations is to give effect to the intent of the legislative body adopting the regulation. To accomplish that, a principal rule of construction is that the regulation is to be read as a whole and effect given to all parts, so that no part is rendered superfluous.

23) The local Shoreline Hearings Board and City Council were well aware of the City's flooding problems in 1984. The local Shoreline Hearings Board and City Council intended the flood control element to be given effect and not to be superfluous. Analyzing a flood control project by its separate component parts, such as excavation, dredging and shoreline protection, would restrict the location of flood control projects to the Urban Riverfront Environment, since flood control projects necessarily include shoreline stabilization. It cannot be presumed that the intent of the Master Program was to

limit the location of flood control projects to the Urban Riverfront Environment. Restricting shoreline stabilization to the Urban Riverfront Environment, on the other hand, is consistent with stand-alone shoreline stabilization projects to protect property against bank erosion, since the most intense development within the historic City is located within the Urban Riverfront Environment.

24) The only construction of the Master Program that adequately resolves the vagueness or ambiguity created by including a flood control element in the Master Program but not providing for it as an allowed use in any shoreline environment, is that flood control projects are an allowed use in all environments, subject to meeting the policies of the flood control element, and the provision for shoreline protection only in the Urban Riverfront Environment applies only to stand-alone shoreline protection activities and not to flood control projects. This construction of the Master Program is consistent with community views, both in 1984 and at present.

25) Based upon the foregoing construction of the Master Program, the proposed flood control project is consistent with the allowable uses within the shoreline environments and the general use regulation, if the proposed project is consistent with the flood control element.

Consistency of Project with Flood Control Element

26) The flood control element of the Master Program set forth on page 11 contains one objective and four policies. The objective of the flood control element is to ensure that flood control works are in the public benefit. The estimated flood reduction benefit is approximately 1.2 feet downtown. In 1990, approximately 60% of the structures in historic Snoqualmie had flood waters above their first floors. Much of this damage would not have occurred had the flood elevation been a foot lower. The public benefit of the project is extensively analyzed in the Detailed Project Report and Environmental Assessment. The most recent analysis of the cost to benefit ratio is 1 to 3.9, meeting the Corps of Engineers' test for public benefit. Reducing the loss from damage to public and private property and reducing public safety hazards from severe flood events is in the public benefit.

27) Assessment of the public benefit must also include consideration of the downstream impacts of the flood control project. The Detailed Project Report and Environmental Assessment analyzed downstream impacts, and concluded that the maximum downstream impact was an estimated one inch rise in the elevation of the one hundred year flood at its peak, essentially a minor change in the hydrograph for the one hundred year flood. This effect diminishes further downstream and is not detectible at Carnation. The Corps concluded this was not a significant impact, but the Corps, King County and the City have included a downstream mitigation program to be administered by King County to assist potentially affected homeowners elevate their residences. The total amount to be expended for the downstream mitigation program is Three Hundred Twenty-eight Thousand Five Hundred Dollars ($328,500). The project as proposed includes sufficient mitigation for any downstream impacts.

28) Policy 1 of the flood control element requires an environmental assessment on any flood control project. A Detailed Project Report and Environmental Assessment was prepared by the Corps of Engineers and issued by the Corps of Engineers, meeting the requirement of this policy. The Report includes a Finding of No Significant Impact.

29) Policy 2 requires flood control projects to be designed to maximize open space elements which are not subject to extensive flood damage, such as parks and agriculture. The proposed project neither increases nor decreases the quantity of any open space elements. The nature and location of the channel widening portions of the do not afford any opportunity to affect the quantity of open space compared for example to overbank excavation.

30) Policy 3 requires that flood control works be designed to minimize negative and maximize positive impacts on the natural environment and wildlife habitat. The project proposes to preserve existing vegetation where feasible and to revegetate with native species where existing vegetation will be removed. A landscape enhancement plan (new plantings in a ratio of threeto one for each existing tree removed) should be required. The project includes features designed to mitigate its impacts to wildlife habitat, including providing large-woody debris and roughened cuts in the bank for increasing in-stream fish habitat, and the construction of a raptor nest pole for mitigation of the loss of an existing raptor nest. With enhancement measures and the mitigation features included in the design, the proposed flood control project is consistent with this policy.

31) Policy 4 provides that flood control works shall be designed so as to minimize harsh, unnatural appearances. The Detailed Project Report and Environmental Assessment proposes mitigation for the aesthetic impacts of the loss of native vegetation and the potential harsh, unnatural appearance of the excavated banks, by re-planting the left and right bank channel widening sections with native vegetation. As noted in finding 35, a landscape enhancement plan should be required, which will soften the appearance of the banks and restore a more natural appearance and ecological function. The removal of the existing shoreline vegetation at the left bank channel excavation site and re-location of SE 69 street toward the existing electricity substation will result in the loss of visual screening of the substation. The City of Snoqualmie Hearing Examiner, in approving the required Public Agency Exception to the Sensitive Areas regulations required that the loss of vegetative screening adjacent to the substation be replanted in accordance with a plan prepared by the applicant and approved by the City. This condition should also be a condition of this permit.

32) Based on the foregoing findings, the proposed flood control project as conditioned is consistent with the objective and policies of the flood control element.

Consistency with Conservation Element

33) The Conservation Element of the Master Program set forth on pages 10 and 11 contains three objectives with underlying policies for the preservation of the natural shoreline resources. The objectives and policies of the Conservation element are applicable because the project will affect the natural resources of the shoreline.

34) Objective 1 of the Conservation Element addresses the preservation and restoration of the natural resources of the shoreline. The proposed project is consistent with this objective, evaluated in the findings below.

35) Policy 1 of Objective 1 of the Conservation Element requires that the natural flora be preserved or restored when appropriate. The proposed project is consistent with this policy by preserving the natural flora where possible and restoring vegetation to the bank areas to be excavated where possible, with maintenance to ensure its survival. The Corps of Engineers landscape planting plan identifies the proposed species and spacing for different areas of the project, but does not include a plan view. The Corps of Engineers should submit a plan view of the landscape planting plan showing densities and species, to be reviewed and approved by the City of Snoqualmie prior to commencement of construction.

36) The quantity of vegetation to be removed, along with the proposed mitigation for the loss of this vegetation, is described below, for each project area.

   a) Right Bank Channel Widening: The right-bank excavation will result in the loss of about 0.2 acres of forest. The majority of the land within the right-bank excavation site contains little or no vegetation, as it is mostly a disturbed area with an access road and solid bedrock. Mitigation proposed for the loss of forest cover in the right-bank channel excavation section includes the excavation of soil pockets approximately 20 feet apart within the bedrock to plant trees and

shrubs to provide shading and habitat. These soil pockets will allow for vegetation and its associated environmental benefits where vegetation did not exist previously due to the presence of exposed solid bedrock at the site. These proposed measures were included in the conditions of approval in the Public Agency Exception to the City of Snoqualmie Sensitive Areas Regulations, granted by the City's Hearing Examiner on January 28, 2002, and should also be conditions of approval of this shoreline permit.

b) Left Bank Channel Widening: The left-bank excavation would result in the loss of about 0.9 acres of forest adjacent to the river channel. Mitigation proposed for the loss of bank habitat and forest cover in the left-bank channel excavation section includes replanting with native vegetation. The proposed vegetation will be located in layers of soil within the riprap from the ordinary high-water level (elevation 400) to approximately elevation 415 on the bank, and directly within the topsoil above approximately elevation 415. Where riprap exists above elevation 405, the applicant proposes covering the riprap with soil to facilitate vegetation establishment in accordance with a recommendation from the US Fish and Wildlife Service. This action was not identified on the plan set received by the City, and therefore should be a condition of approval of this shoreline permit. Additionally, a 12-foot wide bench will be located at elevation 405 for additional tree and shrub plantings. Species to be used include a mixture of native grasses, shrubs and trees suitable to the site and occasional flooding conditions, in accordance with the landscape planting plan. These proposed measures were included in the conditions of approval in the Public Agency Exception to the City of Snoqualmie Sensitive Areas Regulations, granted by the City's Hearing Examiner on January 28, 2002, and should also be conditions of approval of this shoreline permit.

c) Right Bank Erosion Protection Site: To preserve the valuable native vegetation immediately adjacent to the shoreline, the rock revetment just upstream of the SR-202 Bridge will be placed within a trench set back from the shoreline. The construction of the revetment will result in the disturbance of about 0.1 acre of existing vegetation. The area where vegetation will be lost is currently of low value to wildlife as it consists largely of Himalayan blackberry. After the revetment has been located in the trench, topsoil will be placed over the revetment and native species replanted, providing sufficient mitigation for the loss of the vegetation. Because of the presence of Himalayan blackberry at and adjacent to this site, it is particularly important that maintenance of the native plantings occur for at least five years to prevent the blackberry and other aggressive non-native species from encroaching before the native plantings can become sufficiently established. These proposed measures were included in the conditions of approval in the Public Agency Exception to the City of Snoqualmie Sensitive Areas Regulations, granted by the City's Hearing Examiner on January 28, 2002, and should also be conditions of approval of this shoreline permit.

d) Railroad Bridge Removal Site: The removal of the railroad bridge and left bank approach trestle will disturb approximately 0.2 acre of existing vegetation for a temporary access road used for accessing the site and placing a crane used to remove the bridge and approach trestle. The area of disturbance is on top of the old railroad bed, and consists primarily of Himalayan Blackberry, of low value to wildlife. Proposed mitigation for the clearing for the railroad bridge removal site includes replanting all disturbed areas of the site with native vegetation in accordance with the landscape planting plan. This proposed measure was a condition of approval in the Public Agency Exception to the City of Snoqualmie Sensitive Areas Regulations, granted by the City's Hearing Examiner on January 28, 2002, and should also be a condition of approval of this shoreline permit. Clearing associated with removal of the right bank approach trestle is outside of the Snoqualmie City limits and is therefore not subject to the City's Shoreline Master Program.

e) Replanting Maintenance: The Detailed Project Report and Environmental Assessment proposes maintenance to ensure the plantings become successfully established, including watering for the first year and removal of exotic species for a period of five years that may also try to establish themselves before the native vegetation can become sufficiently established. This proposed measure was a condition of approval in the Public Agency Exception to the City of Snoqualmie Sensitive Areas Regulations, granted by the City's Hearing Examiner on January 28, 2002, and should also be a condition of approval of this shoreline permit. The exact specifications regarding the protection, maintenance and watering of the vegetation should be created in a Vegetation Maintenance Plan, to be developed with and approved by the US Fish and Wildlife Service. This plan should additionally provide measures to protect the newly planted trees and shrubs against browsing from deer, rodents, and other species.

37) Policy 2 of Objective 1 of the Conservation Element requires that the natural topography in undeveloped shorelines not be substantially altered without an approved plan that assures mitigation of impacts to these sensitive areas. The applicant has submitted a set of drawings, received by the City November 13, 2001, detailing the proposed construction measures, including proposed revisions to the existing topography consisting of the cuts and fills associated with the channel widening and bank protection elements. These drawings, together with the conditions of approval for the Public Agency Exception to the City's sensitive areas regulations, granted by the Hearing Examiner on January 28, 2002, and the conditions of this shoreline permit, constitute the approved plan to assure mitigation of impacts to the sensitive area from alterations to the natural topography. The proposed project will also require a clearing and grading permit pursuant to SMC 15.20.030, demonstrating conformance with the City's clearing and grading regulations.

38) Objective 2 of the Conservation Element addresses the preservation and restoration of the natural state of the rivers for the protection of wildlife habitat, fishery resources, beaches, natural vegetation and other fragile elements. The project is consistent with this objective.

39) Policy 1 of Objective 2 of the Conservation Element states that aquatic habitats, spawning grounds, and wildlife habitat shall be protected, improved, and if feasible, increased. The proposed project is consistent with this policy through the proposed mitigation measures, below.

a) The construction of the project will affect aquatic habitats by eliminating some trees, which currently overhang and occasionally fall into the river channel, providing woody debris, which serves as in-stream cover for fish. This in-stream cover is important for providing resting, feeding, and sheltering habitat areas for fish. Mitigation proposed to reduce the impact of loss of bank complexity includes creating irregularities in the geometry of the rock cuts along the entire length of the right bank excavation and the placement of large woody debris along the left bank excavation area. The irregular rock cuts along the right-bank will provide small alcoves and back-water areas for fish refuge. Large woody debris will be placed along the left bank channel widening area, consistent with recommendations from the US Fish and Wildlife Service. The large woody debris along the left bank will consist of double root wads of conifers with stems at least 24 inches in diameter, placed every 30 feet, and will create additional refuge areas for fish in addition to helping to anchor the bank. The rock cuts and placement of large woody debris will improve the aquatic habitat available at the site by creating more channel complexity and in-stream cover than what exists currently.

b) The proposed project will have short-term impacts on aquatic habitats and fish due to some blasting of bedrock required for the channel excavations and temporary sedimentation. In-water construction will occur from July 1 through September 15, during the low-flow period of the river, to minimize impacts to fish from in-stream sedimentation from the project, which period may be extended depending on weather conditions. Erosion and sedimentation control is

described in subsequent findings. The charges from this blasting can cause temporary disturbance, injury, and/or mortality to fish within the river channel. The Detailed Project Report and Environmental Assessment proposed using a bubble curtain to discourage fish from swimming near the blasting area. It was later determined that the bubble curtain would not sufficiently prevent fish from entering the blasting area. In place of the bubble curtain, the proposed mitigation planned to reduce the impacts of blasting charges on fish is the placement of an in-stream net to prevent fish from entering the blasting area. Fish located within the net when the net is placed will be electroshocked and removed from the netted area prior to blasting. This proposed mitigation was included as a condition of approval in the Public Agency Exception to the Sensitive Areas Regulations, approved by the City's Hearing Examiner on January 28, 2002, and should also be a condition of approval for this shoreline permit.

c) The project will affect wildlife habitat by the removal of the damaged railroad bridge as a part of the project, which will result in the removal of an existing osprey nest located on the railroad bridge. Proposed mitigation for the loss of the nest is the construction of a raptor pole at the project site for use by the bird(s) for nesting. At the time of the hearing for the Public Agency Exception to the Sensitive Areas regulations, testimony was given that the proposed location of the raptor nest may be inappropriate due to the close presence of the road and alternative locations were suggested at the site. The Hearing Examiner added a condition to the approval of the Public Agency Exception that the location of the raptor nest be reviewed further by the applicant based upon the comments received at the hearing and that the final location of the pole be submitted to the City for review and approval prior to installation. That condition should also be a condition of approval for this shoreline permit.

d) For mitigation of the loss of existing wildlife habitat in the area of existing vegetation on the left bank widening site, the applicant proposes placing soil over the riprap at the upstream end of the site where it joins the recently constructed drainage channel to create a more natural passage corridor for wildlife, in accordance with a recommendation from the US Fish and Wildlife Service. Because this action was not included in the plan set or plan specifications submitted to the City, this should be included as a condition of approval in this shoreline permit. Consistent with the US Fish and Wildlife Service recommendation, the corridor should be at least 15 feet wide and completely cover the riprap from the toe to the top of the riprapped slope. The corridor should be designed with the US Fish and Wildlife Service and identified on the Landscape Planting Plan to be submitted to the Washington State Department of Ecology.

40) Objective 3 of the Conservation Element addresses the prevention of deterioration of water quality and encourages water quality improvement. The proposed project will required Water Quality Certification from the Washington State Department of Ecology, which will include conditions required for the protection of water quality. Compliance with all conditions of the Water Quality Certificate should be a condition of this permit.

41) The proposed project is additionally consistent with Objective 3 of the Conservation Element by preventing the short-term deterioration of water quality through the proposed mitigation measures. Construction of the project will cause short-term turbidity and sedimentation impacts in the project vicinity and along the channel downstream from the blasting and excavation activities. The project will not result in any long-term deterioration of water quality. Mitigation planned to reduce the short-term impacts of turbidity and sedimentation to downstream habitat includes the use of best-management practices, including the construction of temporary silt curtains within the river channel to minimize the loss of suspended sediments from the channel widening sites. This proposed mitigation was included as a condition of approval in the Public Agency Exception to the Sensitive Areas Regulations, approved by the City's Hearing Examiner on January 28, 2002, and should also be a condition of approval for this shoreline permit. Additionally, the applicant proposes using

erosion control matting and sediment traps to prevent exposed soil from washing into the river. The exact specifications for measures to protect against erosion and sedimentation will be established in an erosion and sedimentation control plan.

42) Policy 1 of Objective 3 of the Conservation Element requires that no additional untreated effluent or other pollutants be discharged into the rivers (without prior specific license by the City of Snoqualmie.) The proposed project will not discharge untreated effluent or other pollutants into the river.

43) Objective 3, Policy 2 of Objective 3 of the Conservation Element requires the City and other government agencies to aggressively enforce all governmental water quality regulations. The proposed project will require numerous permits and approvals at the state and federal level pertaining to the protection of water quality, including Water Quality Certification by the Washington State Department of Ecology, Hydraulic Project Approval by the Washington State Department of Fish and Wildlife, National Marine Fisheries Service Approval for Concurrence with the Endangered Species Act, and Section 404 Approval by the Army Corps of Engineers.

44) Based on the foregoing findings, the proposed flood control project as conditioned is consistent with the objective and policies of the Conservation Element.

Consistency of Project with Other Applicable Master Program Elements:

45) The Economic Development Element set forth on pages 6 and 7 of the Shoreline Master Program is for the location and design of industries, transportation facilities, tourist facilities, commercial and other developments that are particularly dependent on shoreline locations. The policies of the Economic Development Element do not apply to this project, as it does not relate to the location and design of the uses listed. To the extent the element addresses development that is particularly dependent on shoreline locations, as a flood control project, the project is dependent upon its shoreline location.

46) The Circulation Element set forth on page 8 of the Shoreline Master Program is for assessing the location and extent of existing and proposed major thoroughfares, transportation routes, terminals, and other public facilities and correlating these facilities with the Shoreline Use Element. The policies of the Circulation Element do not apply to this project, as it does not relate to the construction of the uses listed, with the exception of the minor road re-locations for SE 69th Street and the Puget Sound Energy access road.

47) The Historical/Cultural Element set forth on page 11 of the Shoreline Master Program is for the protection and restoration of buildings, sites and areas having historic, cultural, educational or scientific values. The element contains one objective encouraging the restoration, development, and interpretation of historic cultural and education sites. The proposed project is adjacent to the historic Snoqualmie Falls powerplant buildings, but will not alter these facilities. The project site is known to be part of an area of cultural and religious significance to the Snoqualmie Tribe. If any burial sites or Native American artifacts are found during construction, construction activity should immediately cease, the Snoqualmie Tribe should be notified and referral should be made to the State Historic Preservation Officer.

48) The Public Access Element, set forth on page 7 and 8 of the Shoreline Master Program is for assessing the need for providing public access to shoreline areas. The policies of the Public Access Element, generally do not apply to this project, as it is not intended as a use for facilitating public access to the shoreline. Policy 1 of the Public Access Element requires that publicly owned shoreline areas be provided with public access to the water's edge where feasible. Providing public access is not feasible or appropriate for the proposed project due to public safety considerations. The shoreline at the project site is a steep bank, is just upstream from Snoqualmie Falls, and has adjacent hydropower intake facilities.

49) The Recreational Element, set forth on page 8 and 9 of the Shoreline Master Program, addresses the preservation and expansion of recreational opportunities in the shoreline area. The policies of the Recreational Element generally do not apply to this project, as it is not a recreational facility or otherwise intended to provide recreational opportunities in the shoreline area, with the exception of policy 4, which has been included to address project impacts to private property.

50) Policy 4 of the Recreational Element requires that any public development adjacent to private property be designed to protect the rights and privacy of the private property owners. The proposed project will involve blasting and heavy drilling to remove bedrock for the right-bank and left-bank channel widening. This blasting and drilling, if not properly conducted, could interfere with the privacy and potentially damage the property of adjacent property owners, including the Salish Lodge and Puget Sound Energy, as follows:

    a) Blasting and heavy drilling could cause loud noise, which could disturb the privacy of guests of the Salish Lodge. To minimize audible disturbance to adjacent private property owners and guests of that property, blasting and heavy drilling should be limited to 9:00 a.m. to 5:00 p.m.

Monday through Friday and 11:00 a.m. to 5:00 p.m. on Saturday. Blasting and drilling activities should not be permitted on Sunday.

b) Blasting could potentially damage private property through vibration. Additionally, property could be potentially damaged by flyrock from the blasts, particularly at the right-bank blasting area adjacent to the Salish Lodge employee parking lot and Puget Sound Energy facilities. The Project Specifications, received by the City January 11, 2002, contain extensive requirements for an Operational Blasting Plan to be developed by the contractor. These requirements include pre and post-blasting surveys to identify any damage to property from the blasting activities and required actions to minimize potential damage to private property, including measures to control vibration and flyrock. All blasting activities should conform to the requirements of the Operational Blasting Plan identified in the Project Specifications Document.

51) The Shoreline Use Element set forth on page 9 and 10 of the Shoreline Master Program is intended for coordinating shoreline land uses with the Comprehensive Plan, with the objective of the Element calling for adherence to the land uses as set forth in the Comprehensive Plan. The Snoqualmie Vicinity Comprehensive Plan designates the landward areas of the project site as follows: The Right Bank Channel Widening area and Right Bank Erosion Protection Area are designated Utility Park. The Left Bank Channel Widening Area is designated for Utility Park and Mixed Use. The Left Bank Bridge Removal Area is designated Parks and Open Space. The Comprehensive Plan does not contemplate Flood Control Projects as a land use to be regulated by zoning.

52) Policy 1 of the Shoreline Use Element requires that the best possible pattern of land and water uses that will be most beneficial to the natural and human environment be promoted. The proposed project is consistent with the policy by providing significant benefit to residents of the floodplain within the City of Snoqualmie and surrounding area through lower flood depths during a flood event, while utilizing a flood control method that has less environmental impacts than other alternatives considered, with mitigation proposed for impacts to the sensitive area.

53) Policy 2 requires the minimization of non-water oriented uses and uses which would adversely affect the shoreline environment. The use is a flood control project, a water-dependant use. Please see the findings under the Review for Consistency with Conservation Element, above, for impacts of the proposed project on the shoreline environment and proposed mitigation to address those impacts.

54) Policy 3 requires that potential long-term effects on the shoreline take precedence over short-term economic gain or convenience in development. The proposed project is not intended for economic gain or convenience. The project has minimal long-term impacts on the shoreline and proposes mitigation for those impacts. Please see the findings under the Review for Consistency with Conservation Element, above, for impacts of the proposed project on the shoreline environment and proposed mitigation to address those impacts.

Consistency with Other Shoreline Master Program Use Regulations

55) The proposed flood control project includes elements of landfill, dredging, and shoreline protection. The Shoreline Master Program contains use regulations pertaining to these features, as detailed in the findings below.

56) Landfill is addressed on page 19 and 20 of the Shoreline Master Program and is defined as the creation of dry upland areas by filling or depositing of sand, soil, or gravel into a wetland area. Landfill is permitted within the shoreline area when five standards as follows are met. The proposed project is consistent with these standards.

57) Standard 1 of the Landfill Shoreline Use Regulations requires that priority be given to landfills for water-dependent uses and for public uses. The proposed project is consistent with this requirement as both a water-dependent use and a public use.

58) Standard 2 of the Landfill Shoreline Use Regulations prohibits dredging for fill materials only. The dredging and channel excavation associated with the proposed project is for the primary purpose of increasing hydraulic conveyance to reduce flood depths during a flood event. The dredging and channel excavation is not being conducted for the purpose of obtaining fill materials.

59) Standard 3 of the Landfill Shoreline Use Regulations requires that fill material be of such quality that it will not cause problems of water quality. The project specifications contain numerous required provisions regarding the materials to be used for landfill. The fill materials to be used in the proposed project will include the existing material removed from other portions of the site for the channel excavations, and clean material purchased from commercial quarries. No material to be used will be of such quality that it will cause problems of water quality.

60) Standard 4 of the Landfill Shoreline Use Regulations requires that shoreline fills or cuts be designed and located so that significant damage to existing ecological values or natural resources, or alteration of local currents, will not occur, resulting in the damage to adjacent life, property or natural resource systems. Shoreline cuts and fills are a part of the proposed flood control project, and are described in the findings below.

    a) The shoreline cuts associated with the channel excavations have been designed and located to increase hydraulic conveyance during a flood event to reduce flood depths within the floodplain. The increased hydraulic conveyance during a flood event is also associated with increased in-stream velocities in the project area. These increased velocities will potentially result in increased erosion during a flood event at the right-bank of the river, where the channel bends to the west just upstream of the SR-202 Bridge. Erosion during a flood event could threaten existing critical facilities, including Mill Pond Road and the City's sewage treatment plant. To protect these facilities against potential erosion during a flood event, the project includes a rock revetment, buried in the bank approximately 50 feet landward of the ordinary high-water mark. The rock revetment ensures that the project's affect of increasing local currents during a flood event does not result in damage to adjacent life, property or natural resource systems and is therefore consistent with standard 4.

    b) The cut and fill associated with the rock revetment is located approximately 50 feet back from the shoreline in an area consisting of primarily blackberry. As such, the location preserves the more valuable shoreline vegetation as much as possible.

    c) The proposed fills, consisting of rock riprap, native soil and large woody debris, will be secured such that they will not become dislodged during a flood event resulting in damage to life, property, or natural resource systems. The native soil, where subject to occasional inundation during a flood event, will be anchored in soil pockets within the riprap. The large woody debris will be anchored approximately 20 feet into the bank.

61) Standard 5 of the Landfill Shoreline Use Regulations requires that all provisions of the flood hazard regulations be adhered to. The project will have to conform with all applicable provisions of the flood hazard regulations through the required Flood Improvement Permit. SMC 15.20.160(F) states that "no fill shall be permitted except where provision has been made on the subject property to balance the capacity to store floodwaters and accommodate potential surface flow in an amount equal to the amount of floodwater likely to be displaced by the fill." The proposed project balances the amount of fill to be located with a greater amount of material to be excavated and removed from the site.

62) Dredging is addressed on page 20 of the Master Program, and is defined as removal of earth from the bottom of the water body for the purposes of deepening a navigational channel or to sustain use of the bottom materials for land fill. The excavation which will occur as part of the channel widening constitutes dredging as defined in the Master Program, as the channel will be both widened and deepened. The regulation states that any dredging done in the river in the natural environment must comply with all existing permits and laws regulating such as use at the local, county, state and federal levels. No dredging associated with the proposed project will occur within the natural environment designation. Dredging associated with the channel excavations must comply with permits and approvals at the state and federal level that apply to dredging, including Section 404 approval by the US Army Corps of Engineers and Hydraulic Project Approval by the Washington Department of Fish and Wildlife.

63) Shoreline protection is addressed on page 20 and 21 of the Master Program and is defined as those activities occurring within the streamway and wetland areas which are designed to reduce overbank flow of high waters and stabilize stream banks. Three specifications are called out for shoreline protection, including requiring that rip-rapping, channelization and other methods of bank stabilization be controlled by the appropriate authorities, compliance with existing laws and permits be required, and the planting of natural vegetation be encouraged where bank stabilization has occurred. The proposed project is consistent with these requirements.

64) The shoreline protection revetment will be located in a trench approximately 50 feet back from the ordinary high-water mark in an area vegetated predominantly by blackberries to preserve the more valuable vegetation adjacent to the shoreline as much as possible. The Detailed Project Report and Environmental Assessment proposes covering the buried erosion protection revetment with topsoil and re-planting it with native species, consistent with the specifications called out in the Shoreline Protection Shoreline Use Regulations. The applicant has submitted a vegetation plan describing the types and spacing of native species to be planted in this area and other areas of the proposed project to be re-planted. The Detailed Project Report and Environmental Assessment additionally proposes watering the re-planted site for one year and maintaining the site for five years to prevent Himalayan blackberry and other non-native species from re-invading the site. These proposed mitigation measures were made conditions of approval for the project in the City of Snoqualmie Hearing Examiner's approval of the Public Agency Exception to the Sensitive Areas Regulations. These conditions should also be conditions of the Shoreline Permit.

PART 3: CONSISTENCY WITH SHORELINE MANAGEMENT ACT

65) The proposed project is consistent with the state policy of the Shoreline Management Act, as it is consistent with the City of Snoqualmie Shoreline Master Program as approved by the Department of Ecology. The project is designed and proposed to be conducted in a manner to minimize, insofar as practical, any resultant damage to the ecology and environment of the shoreline area, pursuant to RCW 90.58.020.

PART 4: CONCLUSION

Upon the basis of the foregoing findings, the proposed development is consistent with the Shoreline Management Act and applicable provisions of the Shoreline Master Program, and should be approved, subject to the conditions set forth below.

PART 5: DECISION

The Application of King County Department of Natural Resources on behalf of the U.S. Corps of Engineers for a Shoreline Substantial Development Permit, Application No. SH 00-08, for the *U.S. Army Corps of Engineers Snoqualmie River at Snoqualmie Flood Damage Reduction Project* is hereby APPROVED, provided, DEVELOPMENT PURSUANT TO THIS PERMIT SHALL BE UNDERTAKEN PURSUANT TO THE FOLLOWING TERMS AND CONDITIONS:

1. All construction shall conform to the approved Plans and Specifications dated July 6, 2001, and received by the City January 11, 2002, including all project features and mitigations identified in Detailed Project Report and Environmental Assessment dated December 22, 1999, except as specifically supplemented or modified herein or in any required state or federal permit or approval.
2. All construction shall conform to the conditions of the Clean Water Act Section 401 Water Quality Certification when issued by the State of Washington Department of Ecology, which conditions shall be deemed incorporated herein, including all project mitigations identified therein.
3. All construction shall conform to the conditions of the Hydraulic Project Approval when issued by the Washington State Department of Fish and Wildlife, which conditions shall be deemed to be incorporated herein, including all project mitigations identified therein.
4. All construction shall conform to the conditions of the Public Agency Exception to the Sensitive Areas Regulations, approved by the City of Snoqualmie Hearing Examiner on January 28, 2002, attached hereto and incorporated herein.
5. Pursuant to SMC 15.12.110, the applicant shall obtain a Flood Improvement Permit prior to commencement of construction.
6. Pursuant to SMC 15.20.030, the applicant shall obtain a Clearing and Grading Permit prior to commencement of any clearing and grading activities, including approval of a temporary erosion and sedimentation control plan. Any grading conducted shall be in conformance with SMC 15.12, SMC 15.20 and city approved plans and specifications.
7. Pursuant to SMC 15.04.010 and the Uniform Building Code, the applicant shall obtain a demolition permit prior to removal of the railroad bridge.
8. The Corps of Engineers shall obtain project approval by the National Marine Fisheries Service in compliance with Section 7 of the Endangered Species Act prior to commencement of construction.
9. Where riprap exists above elevation 405 on the Left Bank Channel Excavation site, the riprap shall be covered with soil to facilitate vegetation establishment.
10. The Corps of Engineers shall submit a plan view of the landscape planting plan showing densities and species, to be reviewed and approved by the City of Snoqualmie and Department of Ecology prior to the commencement of construction.
11. The Corps of Engineers shall submit a vegetation maintenance plan to be developed with and approved by the U.S. Fish and Wildlife Service and the Department of Ecology for the protection, watering, and maintenance of all planted vegetation, including measures to protect the newly planted trees and shrubs against browsing from wildlife.
12. All blasting and heavy drilling associated with the project shall occur between 9:00 a.m. to 5:00 p.m., Monday through Friday, and between 11:00 a.m. and 5:00 p.m. on Saturdays. Blasting and heavy drilling shall be prohibited on Sundays.
13. All blasting shall conform to the requirements of the Operational Blasting Plan identified in the Plans and Specifications dated July 6, 2001, and received by the City January 11, 2002, including but not

limited to pre- and post-blasting surveys to identify any damage to property, for which the contractor shall be liable .

14. If any burial sites or Native American artifacts are found during construction, construction activity shall immediately cease, the Snoqualmie Tribe shall be notified and referral shall be made to the State Historic Preservation Officer.
15. The conditions of this permit shall be attached to and incorporated into the contract between the Army Corps of Engineers and each contractor performing the work.
16. This permit is granted pursuant to the Shoreline Management Act of 1971 and nothing in this permit shall excuse the applicant from compliance with any other federal, state or local statutes, ordinances, or regulations applicable to this project, or inconsistency with the Shoreline Management Act (Chapter 90.58 RCW).
17. This permit may be rescinded pursuant to RCW 90.68.140 (7) in the event the permittee fails to comply with the terms of conditions hereof.
18. A Shoreline Permit Revision shall be required before final project approval should the application of other regulations require a substantive revision to the design of the project after issuance of this shoreline permit, pursuant to WAC 173-27-100.

CONSTRUCTION PURSUANT TO THIS PERMIT WILL NOT BEGIN OR IS NOT AUTHORIZED UNTIL TWENTY-ONE DAYS FROM THE DATE OF FILING AS DEFINED IN RCW 90.58.140(6) AND WAC 173-14-090, OR UNTIL ALL REVIEW PROCEEDING INITIATED WITHIN TWENTY-ONE DAYS FROM THE DATE OF SUCH FILING HAVE TERMINATED; EXCEPT AS PROVIDED IN RCW 90.58.140(5) (a) (b) (c).

March29, 2002

_____

(Signature of Authorized Local Government Official)
Director of Planning and Parks and Shoreline Administrator

The shoreline administrator's decision on this permit has been transmitted to the applicant, the Department of Ecology, and the Attorney General in accordance with RCW 90.58.140(6) and WAC 173-27-130.

THIS SECTION FOR DEPARTMENT USE ONLY IN REGARD TO A CONDITIONAL USE OR VARIANCE PERMIT.

Date received by the department _____NA

Approved ☐ Denied ☐

This conditional use/variance permit is approved/denied by the department pursuant to Chapter 90.58 RCW.

Development shall be undertaken pursuant to the following additional terms and conditions:

_____ ___NA_____
(Date) (Signature of Authorized Dept. Official)

ssd00-08

Attachment D

City of Snoqualmie

Hearing Examiner

Findings, Conclusions and Decision

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CITY OF SNOQUALMIE
HEARING EXAMINER
FINDINGS, CONCLUSIONS AND DECISION

APPLICANT: King County Department of Natural Resources Water and Land Resources Division

LOCATION: Snoqualmie River from railroad bridge to just above Snoqualmie Falls

APPLICATION: Request for approval of a Pubic Agency Exception to the City of Snoqualmie Sensitive Areas Regulations for the *Army Corps of Engineers Snoqualmie River at Snoqualmie Flood Damage Reduction Project.*

SUMMARY OF RECOMMENDATION AND DECISION:

Staff Recommendation: Approve with conditions

Hearing Examiner Decision: Approve with conditions

PUBLIC HEARING:

After reviewing the official file, which included the Department of Planning and Parks Staff Advisory Report, and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the King County application was opened at 2:00 p.m., January 15, 2002, in the Snoqualmie Police Station Conference Room, Snoqualmie, Washington, and closed at 2:56 p.m. Participants at the public hearing and the exhibits offered and entered are listed in this report. A verbatim recording of the hearing is available in the Department of Planning and Parks.

HEARING COMMENTS:
The following persons offered comments at the public hearing:

From the City:
Mike McCarty, Assistant Planner
Pat Anderson, City Attorney

From the Applicant:
Tom Beam, Senior Engineer, Natural Resources Water and Land Resources Division
Michael Scuder, Engineer, Corps of Engineers

From the Community:
Barry Lombard, Municipal Land Planner, Puget Sound Energy
Sam Johnson, General Manager, Salish Lodge
Ben Hodge, Assistant Project Manager, Puget Sound Energy

Tony Fuchs, Staff Biologist III, Puget Sound Energy
Charles Peterson, resident and former Snoqualmie Mayor

WRITTEN COMMENTS:

Julia Benson, submitted Exhibit C

FINDINGS, CONCLUSIONS AND DECISION:

Having considered the entire record in this matter, the Hearing Examiner now makes and enters the following:

A. FINDINGS AND CONCLUSIONS:

1. The information contained in Parts 1 and 2 of the Planning Department Staff Report (Hearing Examiner Exhibit A), as modified at the hearing, is found by the Hearing Examiner to be supported by the evidence presented during the hearing and by this reference is adopted as a part of the Hearing Examiner's findings of fact. A copy of said report is available in the Department of Planning and Parks.
2. General support was expressed for the proposal; however, some issues were identified by those who attended the hearing and in Exhibit C. Those issues include the following:
   a. The access road needs to meet standards for Puget Sound Energy vehicles, and will need to cleared to allow access for Puget Sound Energy vehicles during emergencies.
   b. Landscape screening near the existing substation will be removed and should be replaced.
   c. Advance warning of blasting (2 days) is needed to allow Puget Sound Energy time to shut down equipment and vacate the nearby tunnels.
   d. Blasting hours should be limited to the middle of the day to minimize impact on customers at the Salish Lodge. Also, care should be taken so that fly rock from the blasting does not damage employee's cars at the Salish Lodge employee parking area near the river.
   e. The wall at the west end of the downstream blasting area is not effective and if the Corps needs to remove any of the wall, it should remove the entire wall.
   f. Some of the new plantings shown on Attachment 4 to Exhibit A will be flooded if Puget Sound Energy is allowed to rebuild the existing dam and raise the level of the water behind it.
   g. The existing railroad bridge is and attractive nesting site for Osprey. When the bridge is removed the proposed Osprey pole should be located near the existing railroad bridge site or by Kimball Creek.
3. City staff responded to concerns expressed and indicated a willingness to address and coordinate the issues identified.

4. Following are conclusions of the Hearing Examiner:

   a. The issue of access road standards to satisfy Puget Sound Energy should be coordinated between the applicant and Puget Sound Energy, and the agreed upon road standards should then be submitted to the City for review and approval.

   b. If landscape screening is removed from the area around the existing substation adjacent to SE 69th, it should be replaced according to a plan prepared by the applicant and approved by the City.

   c. The applicant should notify Puget Sound Energy in advance of any blasting to allow Puget Sound Energy to vacate the nearby tunnels and turn off equipment as necessary.

   d. Blasting should be limited to normal construction hours and the applicant should notify the Salish Lodge in advance of all blasting so the Lodge can inform its customers and employees before the blasting begins.

   e. Removal of the wall at the west end of the downstream blasting area is a separate issue that is not before the Examiner as part of this application.

   f. It may be that some of the plantings that are to be planted may be flooded at some time in the future if Puget Sound Energy receives permission to rebuild and raise the existing dam. However, it is unknown at this time when and if that will occur. Therefore, the Landscape Planting Plan should be approved as proposed.

   g. The location of the Raptor Top Nesting Pole should be reviewed further by the applicant based upon the comments received at the hearing and the final location of proposed pole should be reviewed and approved by the City prior to installation.

B. DECISION:

Based upon the foregoing findings of fact and conclusions, the Pubic Agency Exception to allow construction of the proposed *Army Corps of Engineers Snoqualmie River at Snoqualmie Flood Damage Reduction Project* within the sensitive area of the Snoqualmie River Channel and its associated 100-foot sensitive area buffer, is approved, subject to the following conditions:

1. Mitigation for the loss of vegetation within the sensitive areas and adjacent to the existing substation shall be implemented in the construction of the project as follows:

   a. The right-bank channel excavation area shall be planted with native vegetation within soil pockets spaced 20 feet apart, graded to drain riverward, as identified on the Army Corps of Engineers Channel Widening Permit Drawings received by the City on November 13, 2001 and as identified on the Landscape Planting Plan.

   b. The left-bank channel excavation area shall be re-planted with native vegetation as identified on the Army Corps of Engineers Channel Widening Permit Drawings received by the City on November 13, 2001 and as identified on the Landscape Planting Plan.

c. Disturbed areas of the right-bank erosion protection site shall be re-planted with native vegetation as identified on the Landscape Planting Plan.

d. Disturbed areas of the railroad bridge removal site under the City of Snoqualmie's jurisdiction shall be re-planted with native vegetation as identified on the Landscape Planting Plan.

e. Loss of vegetative screening adjacent to the existing substation shall be replanted in accordance with a plan prepared by the applicant and approved by the City.

f. For one year after planting, all planted areas shall be regularly watered.

g. For a period of five years after planting, all planted areas shall be monitored and exotic weed species removed.

2. Mitigation for the loss of large woody debris recruitment and channel complexity within the sensitive areas shall be implemented in the construction of the project as follows:

   a. Large Woody Debris shall be placed within the left-bank channel excavation area, as identified on the Army Corps of Engineers Channel Widening Permit Drawings received by the City on November 13, 2001.

   b. The right-bank channel excavation area shall be constructed with irregularities in the geometry of the rock cuts along the entire length of the right bank excavation, as identified on the Army Corps of Engineers Channel Widening Permit Drawings received by the City on November 13, 2001.

3. Mitigation for the impacts of the increase in turbidity and siltation to downstream habitat within the sensitive areas shall be implemented in the construction of the project as follows:

   a. The Corps of Engineers shall utilize best-management practices within the river channel to minimize the loss of suspended sediments from the channel widening sites, including the use of silt curtains.

4. Mitigation for the impacts of project blasting on fish within the sensitive areas shall be implemented in the construction of the project as follows:

   a. The Corps of Engineers shall work with the National Marine Fisheries Service to develop an in-stream construction site isolation plan to include a temporary fish net or other such device to prevent fish from entering the blasting area. Fish within the net shall be relocated outside of the net prior to blasting.

5. The applicant shall notify the City, Puget Sound Energy, and the Salish Lodge of any and all blasting that is to take place. Notification shall be a minimum of two (2) days in advance of any and all blasting.

6. The location of the Raptor Top Nesting Pole shall be reviewed further by the applicant based upon the comments received at the hearing and the final location of proposed pole shall be submitted to the City for review and approval prior to installation.

Dated this 28th day of January 2002.

Ron McConnell, FAICP
Hearing Examiner

APPEALS:

Appeals must be submitted within 14 days after the notice of this decision in accordance with the provisions of Chapter 14.40 SMC. Information regarding the appeal process may be obtained from the Department of Planning and Parks.

EXHIBITS:

The following exhibits were offered and entered into record:

A. Planning Department Staff Report, with 4 attachments
B. Five photos of the areas along the river to be affected
C. Letter from Julia Benson, dated 1/8/02
D. Aerial photo of the subject area

PARTIES OF RECORD:

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Planning Department
City Attorney

SECTION 01354

ENVIRONMENTAL PROTECTION
(INCLUDING WATER QUALITY PROTECTION PLAN)

PART 1 GENERAL

1.1 SCOPE

This Section covers prevention of environmental pollution and damage as the result of construction operations under this contract. For the purpose of this specification, environmental pollution, and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for esthetic, cultural, and/or historical purposes. The control of environment pollution and damage requires consideration of air, water, and land, and includes management of visual esthetics, noise, and solid waste, as well as other pollutants.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. The Contractor shall record any problems in complying with laws, regulations, and ordinances, and corrective action taken.

1.2.1 Subcontractors

Assurance of compliance with this Section by subcontractors will be the responsibility of the Contractor.

1.3 NOTIFICATION

When the Contracting Officer notifies the Contractor in writing of any observed noncompliance with Federal, state, or local laws, regulations, or permits, the Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or costs or damage allowed to the Contractor for any such suspension.

1.4 PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the drawings and specifications. Environmental protection shall be as stated in the following subparagraphs:

1.4.1 Disposal of Garbage

Garbage shall be placed in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination.

1.4.2 Refuse Disposal and Cleanup

Refuse shall be defined as debris other than such organic materials as brush or tree stumps.

1.4.2.1 Refuse Disposal

The cost of refuse disposal, such as transportation, handling, dumping fees as applicable, and similar cost, shall be included in the contract price. Refuse shall be disposed of off site, in accordance with all local, state, and Federal rules and regulations, at the Contractor's expense.

1.4.2.2 Fire Hazard

Cloths, cotton waste, and other combustible materials that might constitute a fire hazard shall be placed in closed metal containers and placed outside or destroyed at the end of each day.

1.4.3 Restrictions

The Contractor will not be permitted to deposit refuse in existing garbage cans or refuse dumpsters. Cleaners shall not be poured, drained, or washed into plumbing fixtures or sanitary or storm sewers. Debris, dirt, dust, and stains attributable to or resulting from the work effort shall be removed, cleaned, or effaced by the Contractor to the satisfaction of the Contracting Officer prior to acceptance of the job. Refuse shall not be burned. Burning of vegetation or tree stumps will not be allowed.

1.4.4 Disposal of Chemical or Hazardous Waste

Chemical or hazardous waste shall be stored in corrosion-resistant containers, removed from the work area, and disposed of in accordance with Federal, State, and local regulations.

1.4.5 Disposal of Discarded Materials

Discarded materials, other than those which can be included in the solid waste category, shall be handled as directed.

Prior to disposal of demolition debris, the Contractor shall collect a TCLP sample, representing the relative proportion of building materials present in the structure. Demolition debris sample collection shall be in accordance with American Society of Testing and Materials (ASTM) method E 1908-97, “Standard Guide for Sample Selection of Debris Waste from a Building Renovation or Lead Abatement Project for Toxicity Characteristic Leaching Procedure (TCLP) Testing for Leachable Lead”. If results from the TCLP testing are greater than 5 mg/L Lead, the associated material shall be disposed as a dangerous waste.

1.4.6 Protection of Water Resources

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. The Contractor shall comply with the applicable provisions of the Water Quality Protection Plan, attached at the end of this Section.

1.4.7 Particulates

Dust particles, aerosols, and gaseous byproducts from construction activities, processing, and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and state allowable limits at all times.

1.5 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

1.6 RESTORATION OF LANDSCAPE (VEGETATION - SUCH AS TREES, PLANTS, AND GRASS) DAMAGE

All landscape features (vegetation - such as trees, plants, and grass) damaged or destroyed during Contractor operations outside and within the work areas shall be restored to a condition similar to that which existed prior to construction activities unless otherwise indicated on the drawings or in the specifications. This restoration shall be done at no additional cost to the Government. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

Trees shall be replaced in kind with a minimum 4-inch caliper nursery stock. Shrubs, vines, and ground cover shall be replaced in kind; size to be approved by the Contracting Officer.

All plant material shall meet specifications outlined in ANSI Z60.1 - current publication, "American Standard for Nursery Stock."

Grass areas shall be replaced in kind by sodding or seeding. Sod shall be required in all regularly maintained lawn areas and shall be installed according to American Sod Producers Association Guideline Specifications to Sodding.

All disturbed or backfilled areas with exposed soil shall be topsoiled and seedes.

Grass seeding shall be installed on a minimum 4-inch topsoil and as recommended by the local county extension service.

1.7 PRESERVATION OF HISTORICAL, CULTURAL, AND ARCHEOLOGICAL RESOURCES

If, during construction activities, the Contractor observes human skeletal remains or any items that might have historical or archeological significance, the Contractor shall immediately contact the Contracting Officer so that the appropriate authorities may be notified and a determination can be made of the proper disposition of the find. The Contractor shall cease all

activities that may result in the destruction of these resources and shall prevent its employees from trespassing on, removing, or otherwise damaging such resources.

Additionally, because of the spiritual significance of Snoqualmie Falls to the Snoqualmie tribe, a tribal monitor will be on the site at all times during activities involving disturbance of the earth to provide cultural resource expertise during construction of the project.

WATER QUALITY PROTECTION PLAN
SNOQUALMIE RIVER SECTION 205 FLOOD CONTROL PROJECT
SNOQUALMIE, WASHINGTON

1. INTRODUCTION

The U.S. Environmental Protection (EPA) has promulgated regulations under the Federal Water Pollution Control Act, commonly known as the Clean Water Act (33 USCA 1251, et seq.), to control the point source discharge of storm water from construction sites. This program is regulated through the National Pollutant Discharge Elimination System (Section 402 of the Clean Water Act), and is delegated to state authority (in most states) for non-federal lands. This Water Quality Protection Plan was developed to comply with the provisions of the State of Washington Water Pollution Control Law (Chapter 90.48 RCW). This plan identifies conditions and actions, which shall be the responsibility of the construction contractor (contractor), except where another party is identified, and shall be incorporated into the contractor's Storm Water Pollution Prevention Plan (SWPPP). Most likely the contractor shall have to implement other specific measures to reach the targets identified in this document, which shall be identified in the SWPPP.

This project entails widening the Snoqualmie River just above Snoqualmie Falls and below the Highway 202 Bridge. In addition, an abandoned railroad bridge will be removed. Refer to the attached public notice (attachment A) for a more detailed description of the project elements (Please note that the trestle removal and the erosion control trench elements have been removed). Specific stormwater and erosion control measures are discussed below in Paragraph 2. The general sequence of construction activities for the different project elements is described below in Paragraph 3.

2. EROSION AND SEDIMENT CONTROL PLAN

All work occurring on uplands for the flood control project has the potential for discharge of stormwater into the Snoqualmie River. Dredging in the river is anticipated to increase turbidity levels in the river. See the drawings.

The following conditions shall be required for all project elements:

a. Construction activities shall adhere to the strictest conditions set forth in the permits and authorizations necessary for the project.

b. Barriers shall be installed to prevent surface runoff from entering the construction area. If water is pumped from the construction area, it shall be treated prior to reintroduction to a storm drainage system, stream, wetland, or other waterbody. Water discharged from the site shall not cause erosion at or near the outfall location and shall meet state water quality standards (WAC 173-201A).

c. Washing of equipment or fill material shall not occur where the wash water can enter any stream, watercourse, or wetland. All process water shall be treated and discharged into an appropriate sanitary sewer system. No treated water shall be discharged into the river. Reuse of the wash water is encouraged. (based on WAC 173-210A).

Timing

d. Construction can occur year round. However, winter time construction (November 1, through March 1 shall be avoided if possible because of the high erosion potential during these months. Inwater construction/demolition shall occur only from July 1 to September 15 of any calendar year.

Heavy Equipment Standards and Requirements

e. Wherever heavy equipment or power equipment is used, the following measures shall be taken to minimize effects on the landscape and the associated fish and wildlife species and habitat in the area.

i. The contractor shall be required to have a Spill Prevention Control and Containment Plan (SPCCP). The SPCCP shall take measures to reduce the impacts from potential spills (fuel, hydraulic fluid, etc). These measures shall be in place prior to the start of any construction action. A spill kit, including selectively absorbent pads and booms shall be present on site to deal with minor spills. Contingencies shall be included in the plan to deal with large problems.

ii. Equipment staging or refueling areas must be located at least 100 feet landward from the edge of wetlands and streams, in previously developed areas where environmental effects from accidental spills or leakage will be minimized, or in areas where there are barriers which will prevent spilled liquids from entering waterbodies, wetlands or other sensitive areas. Equipment shall be inspected daily for leaks or accumulations of oil or grease and any identified problems shall be fixed before equipment enters areas that drain directly (without any stormwater treatment) to streams or wetlands. Any spills shall be cleaned up promptly. Cleanup shall take precedence over normal work and shall include removal of contaminated materials. The use of alternatives to petroleum based hydraulic systems is encouraged.

iii. Existing paths and roadways shall be used for access to project sites, where feasible. If existing paths and roadways do not exist, no more than 2 temporary roads to allow mechanized equipment to access each discrete project area may be installed. Upon project completion, temporary roads shall be graded and all resulting unvegetated, compacted road surfaces shall be tilled, planted to promote vegetation re-establishment, or otherwise stabilized to prevent soil erosion**.** At a minimum a sweeper shall be used to deal with trackout. If road washing is necessary, the road washwater may not be discharged to the river or to conveyance systems tributary to the river.

iv. Equipment ingress/egress points shall be as indicated on the project plans. Access points shall be designed to minimize impacts and working equipment shall not track in the water, during excavation or placement of materials in the river.

Erosion and Sediment Control Protocols and Standards

f. Erosion and sediment control (ESC) measures must be designed and implemented before there is any opportunity for storm runoff to create erosion. Project designs and construction plans shall emphasize erosion control rather than sediment control. The following are summaries of the principles and specific measures to be used during any construction projects where erosion and sediment problems could arise:

i. Construction entrances shall be installed to reduce the amount of sediment transported off-site by construction vehicles and to reduce the area disturbed by vehicle traffic and the associated accessways.

ii. Prior to any clearing or grading, construction limits shall be delineated with flagging and/or fencing.

iii. The amount of sediment transported beyond the disturbed areas of the construction site shall be minimized by installing and/or maintaining appropriate perimeter protection measures (vegetated strips, silt fences, floating silt curtains) prior to the start of construction. Prior to removal of perimeter protection measures, any sediment accumulation behind the silt fence shall be removed and stabilized so that it cannot enter any waterbody or wetland. Additional silt fence materials shall be stockpiled at the staging area for any repair work that may be required. Stockpiles shall be covered or otherwise stabilized to prevent generation of turbid stormwater.

iv. Preventative measures to minimize wind transport of soil (e.g.. water spraying) shall be taken. The amount of water sprayed for dust control shall be the minimum necessary to prevent airborne dust and sediment. The amount of water used should not create runoff.

v. Sandbags or an equivalent barrier shall be constructed between the project area and adjacent surface waterbodies in order to isolate upland construction areas from high water that might result due to precipitation.

vi. Constructed erosion controls shall be periodically inspected to ensure effectiveness and to identify areas requiring maintenance. Sediment traps and discharge aprons shall be checked and cleaned as necessary. Filter silt fences shall be periodically inspected for deterioration and replaced as necessary or removed when vegetation and permanent structures have been successfully established.

vii. To minimize the duration of area exposed, projects shall be completed as quickly as possible without compromising the quality of work. Temporary and permanent cover measures shall be provided to protect disturbed areas (e.g. erosion control and blankets, plastic covering, mulching, seeding or sodding). Temporary cover shall be installed if any cleared or graded area is to remain un-worked for more than seven days from June 1-September 30; and for more than two days from October 1-May 31. An on site log shall be kept to show that these conditions are honored. Temporary cover shall be completed within 12 hours of cessation of work in areas that will remain un-worked for the specified time periods. As long as the covering remains in place, planting or seeding is not required in covered areas until conditions are appropriate for growth [see condition (j)]. Temporary cover shall not remain in place for longer than 9 months, at which time permanent stabilization of the area shall be required

viii. All disturbed areas with exposed soil shall be permanently stabilized within 7 days (June 1 to September 30) or 2 days (October 1 to May 31) from the time final grade is set, unless covered or otherwise stabilized with appropriate temporary erosion and sediment control measures [see condition g(vii)].

ix. Turbidity Monitoring

a. Left and Right Bank Channel Widening

The site shall be thoroughly monitored for turbidity and all ESC measures will be maintained until construction is complete and site conditions stabilize. The goal of monitoring activities shall be to ensure that water quality is in compliance with the Washington State Water Quality Standards for turbidity (WAC 173-201A-030 or project-specific standard). A minimum of six monitoring stations shall be established (attachment B) – one above each discrete in-water work site to establish the background level (sites A and B), one inside the floating silt curtain (Site C), one immediately below the construction site at the footbridge (Site D), and two below the construction site just upstream and downstream of the outlet for PSE powerplant 2 (sites E and F respectively) to measure the project's effect on turbidity – the location and required compliance level of which will be determined by state standards (WAC 173-201A or project-specific standard). Site F shall be the compliance point. During construction, turbidity shall be measured using a hand-held turbidity meter at least 3 times per workday at the upstream and downstream monitoring locations.[i] If turbidity at the compliance point exceeds specified state standards and non-compliance zones, work shall be stopped and actions taken to reduce and/or eliminate the source of turbid discharge shall be taken until turbidity levels are in compliance. Additional monitoring stations shall be established based on the project-specific water quality compliance standards in the relevant permits and authorizations. The establishment of a regular monitoring station at the plunge pool is not recommended due to access issues. The location of the compliance point downstream of the outlet of powerplant 2 is based on the possibility that turbid water will be discharged from this outlet. There is a possibility that other events (e.g. rainfall events or high runoff) could result in additional turbidity testing.

b. Bridge and Trestle Demolition

The site shall be thoroughly monitored for turbidity and all ESC measures will be maintained until construction is complete and site conditions stabilize. The goal of monitoring activities shall be to ensure that water quality is in compliance with the Washington State Water Quality Standards for turbidity (WAC 173-201A-030 or project-specific standard). A minimum of three monitoring stations shall be established (drawing plate C-1) – one upstream of the work site to establish the background level (site G), one immediately below the demolition site (site H), and one three hundred feet downstream of the work site (site I) to measure the project's effect on turbidity – the location and required compliance level of which will be determined by state standards (WAC 173-201A or project-specific standard). Site I shall be the compliance point. During construction, turbidity shall be measured using a hand-held turbidity meter at least 3 times per workday at the upstream and downstream monitoring locations.[ii] If turbidity at the compliance point exceeds specified state standards and non-compliance zones, work shall be stopped and actions taken to reduce and/or eliminate the source of turbid discharge shall be taken until turbidity levels are in compliance. Additional monitoring stations shall be established based on the project-specific water quality compliance standards in the relevant permits and authorizations. There is a possibility that other events (e.g. rainfall events or high runoff) could result in additional turbidity testing.

[i] The exact locations of the sampling points in the stream will be subject to approval by the Corps.
[ii] The exact locations of the sampling points in the stream will be subject to approval by the Corps.

x. If turbidity levels exceed 25 NTUs[iii] outside of the mixing zone at site F for the Channel Widening or site I for the Bridge and Trestle Demolition, then construction on the respective contracts shall be stopped until turbidity levels drop below the standard[iv]. The contractor's on-site environmental monitor shall notify the U.S. Army Corps of Engineers (Corps) Environmental Coordinator (EC), and the King County point of contact (POC). The Corps EC will notify the Washington Department of Ecology. The EC will describe the site conditions and remedial actions being taken to address them. Following this conversation, the EC will notify the site construction supervisor and the site environmental monitor of any further actions required by Ecology in response to the event. The contractor's on-site environmental monitor shall be responsible for any follow-up actions, and for preparing documentation of the event. If exceedences are noted, turbidity monitoring frequency needs to be increased until the project is back in compliance and can adjust the methodology and/or rate of work to stay in compliance.

Post-Construction Requirements

g. Upon project completion, all waste from project activities shall be removed by thecontractor from the project site for disposal at an appropriate location.

h. Site inspections after project completion and final acceptance will be the responsibility of the Government. These inspections will be performed by a qualified biologist to assure that the project is progressing as planned and that there are no unintended consequences to fish, wildlife and plant species and their habitat. Detailed inspections will be made on all construction projects during or immediately after the first freshet, and also during the first high water following construction.

i. Follow-on vegetation activities will be the responsibility of the Government. No later than March 1 of the year following construction, native vegetation shall be re-planted in areas specified on the project plans. The site will be monitored for five years for invasives which will be removed on an "as need" basis by a follow-on contractor.

3. CONSTRUCTION SEQUENCING FOR EACH PROJECT ELEMENT

a. Left Bank Channel Widening

Prior to any clearing, a silt fence shall be placed about 3 feet above the water line[v] This placement will be dependent upon the time of year and the threat of flooding. Over the course of construction, approximately 0.9 of an acre of upland soil will be exposed on the left bank. Excavation shall begin on the landward side of the site and progress toward the river. At the completion of the upland excavation, any exposed soil above the water line silt fence shall be

[iii] Or if background turbidity is greater than 25 NTUs noncompliance would be when turbidity levels rise to greater than 25 NTUs over background.

[iv] Project staff will also be watching for fish kills and will work to limit turbidity if fish kills appear to be caused by, or coincident with a turbid plume.

[v] At the time of the work, the water line may be higher or lower than the line of ordinary high water. Prior to any clearing, the contractor must establish a silt fence between the area to be cleared and the river. Until that area has been finally stabilized, the contractor must complete daily inspection and maintenance of the silt fence. If an established silt fence is inundated or otherwise rendered useless, the contractor must provide a functioning replacement. The Corps of Engineers will provide assistance in locating the silt fence.

stabilized [see conditions f(vii) and f(viii)]. The silt fence near the water line shall be removed only after upland soils have been stabilized.

A segmented silt curtain extending from the water surface to the river bottom shall be deployed in the water around the area of in-water excavation. This curtain shall not cover the entire left bank widening area but shall cover the active excavation area and be securely anchored. The silt curtain shall be moved along the bank as excavation proceeds. A second in-water silt curtain shall be deployed immediately upstream of first in-water silt curtain, anchored at the shore and positioned at an angle of 65 degrees downstream. It shall be anchored in the channel and act to deflect current from the work area. A boat shall be provided by the contractor to tend the curtains and address the potential for the curtains to blow out or come loose. Prior to commencement of construction, the contractor shall submit a design and safety plan for installation and maintenance of the curtain system. Upon installation of the floating silt curtains, a second silt fence shall be installed at the toe of the slope on the bench at elevation 405 feet. The water line silt fence shall then be removed and the remaining excavation, including the in-water portions, shall commence.

In-water excavation can be accomplished using equipment operating from the bench established at elevation 405 feet or by other methods which shall be subject to Corps approval. This bench shall be constructed so that the bench slope angles towards the landward slope allowing runoff to collect at the toe of the slope. The contractor shall be responsible for assuring that water collected on the bench does not interfere with construction activities, and that return water shall be treated before discharge.[vi]

Water from excavated material shall not be allowed to reenter the river. *For example*, the excavated material might be placed into watertight dump trucks that would transport the material to a purpose-built de-watering area located within the staging area, or taken directly to the permanent off site disposal area. Return water from the de-watering area shall not re-enter any wetland or other waterbody until it meets state water quality standards. Following de-watering, excavated material shall be transported to a suitable upland disposal area and stabilized to withstand runoff and wind erosion.

Monitoring of background turbidity levels in the river shall begin one week prior to construction starting and shall continue until shortly after construction is completed. Monitoring stations shall be established as described above.[vii]

b. Right Bank Channel Widening

A suction dredge or other suitable device shall be used to remove fine sediment that has collected on the in the vicinity of a debris deflector adjacent to the blasting area. The material removed shall be placed in a dewatering area and then transported to the disposal site, or directly placed in a water tight container and directly disposed off site at an approved area. The onsite storage time shall be minimized. The debris deflector shall be removed only after built up sediment has been removed from the site.

[vi] The slope of the bench should be such that the trucks aren't driving through the runoff from both the excavated bank and the water dewatering from the dredging operations. There will be specific design criteria to accommodate water control and handling, and not exceed the capacity of the system to handle the water being collected.

[vii] The pedestrian bridge is located about 700 feet downstream of the downstream end of the left bank widening area.

To minimize releases of sediment and rock into the river, blasting on the areas above ordinary high water shall first commence on the land and then work towards the river. Fractured material can then be excavated in the dry by leaving a rock barrier. The rock ridge will provide a shield to absorb blast waves that could harm fish in the river. If possible, further excavation shall occur on the landward side of this barrier below ordinary high water if site conditions allow it. All in water work shall proceed from the upstream end to the downstream end.

Before in-water blasting occurs, a block net (1/2-inch mesh, anchored on both banks and in the middle of the river) shall be provided and placed entirely across the river at least 400 feet upstream of the right bank blasting area. The area between the net and as close as possible to the downstream dam will be electroshocked by the Government using an electroshocking boat. Shocked fish will be collected and released upstream of the block net near the Highway 202 bridge. A boat provided by the contactor shall remain onsite to maintain the net. In the event of net failure, the net shall be redeployed and the area will be electroshocked again by the Contractor. The block net shall remain in place until all in-water blasting and associated work is completed, and then shall be removed by the contractor.

Best management practices shall be used to control releases of drilling mud from drilling to place explosive charges. Blast mats placed on the rock surface shall be used both above and below ordinary high water during blasting to minimize flying rock and debris. Following blasting, the mats shall be removed, and an excavator shall be used to removed rock debris from the blast zone. More details on the blasting operation are contained in the contract specifications for blasting. The contractor shall have to demonstrate significant experience in handling both above ground and underwater blasting operations and excavation work before award of the contract.

As with the left bank excavation, turbidity monitoring shall occur upstream and downstream of the right bank widening area, as described above. In addition, immediately after each blasting event, a biologist will survey the area via boat to ascertain impacts to fish. If dead fish are found, the charge sizes might be adjusted, the block net moved upstream, or other measures to reduce the probability of fish harm would be taken.

Upon completion of the underwater blasting, the rock ridge shall be removed using the same procedures for water quality protection as described for underwater blasting.

c. Bridge Removal

Silt fence shall be installed around the existing railroad roadbed on the west bank prior to removal of the steel truss bridge. The silt fence shall be to and along the ordinary high water line, forming a “U” around the roadbed. The silt fence shall be inspected and repaired, as needed, on a daily basis. At the completion of the bridge removal, the silt fence shall be removed.. Depending on the method of bridge removal, barges may be placed under the bridge during demolition to catch and contain debris that falls off the bridge.

4. Oversight **and Inspection**

The Corps or their designated representative will review, approve, and oversee the implementation of the contractor's SWPPP which shall contain the minimum criteria outlined in this Water Quality Protection Plan during each phase of the project including site re-vegetation. This representative will have suitable experience in water quality management, and will have the ability to formulate and direct immediate change to project construction procedures to maintain water quality standards when necessary. The contractor's SWPPP shall be submitted to the COR for approval at least 30 days prior to construction. Oversight activities shall include the following:

- Review and approve the contractor's SWPPP;
- Ensure compliance with the requirements of this plan and the contractor's SWPPP;
- Identify surface and subsurface drainage locations;
- Identify stabilization needs in all areas;
- Oversee restoration of slopes as required; and
- Approve imported materials used as fill of additional cover material.

END OF SECTION

Attachment A

(To the Water Quality Protection Plan)

Public Notice

Public **Notice**

US Army Corps
Of Engineers
Seattle District

Planning Branch
Post Office Box 3755
Seattle, Washington 98124-2255
Michael Scuderi, Project Manager
Telephone: (206) 764-7205

Public Notice Date: November 14, 2001
Expiration Date: December 14, 2001
Reference: PL-01-03
Name: Seattle District, Corps of Engineers

30 Day Notice

Interested parties are hereby notified that the U.S. Army Corps of Engineers, Seattle District, plans to perform work related to the Snoqualmie River Flood Damage Reduction Study, King County, Washington. This work is subject to Section 404 of the Clean Waters Act and described below and shown on the enclosed drawing(s). This notice was previously issued under number TB-99-01 (issued June 14, 1999) that was subsequently withdrawn on June 12, 2001 to incorporate design changes.

LOCATION: The proposed project is located adjacent to the Snoqualmie River, downstream of the city of Snoqualmie, King County, Washington. The project is located between river mile (RM) 40 and river mile 42.

WORK: The project area is located immediately downstream of the town of Snoqualmie, King County, Washington, above Snoqualmie Falls. The project is comprised of three primary elements: 1) right bank channel widening , 2) left bank channel widening, and 3) removal of an abandoned railroad bridge and approach trestle on the right bank. In addition, rock riprap would be placed in one of the shoreline areas to address increased flood velocities.

Right Bank Channel Widening. The right bank channel widening element consists of removing an existing rock outcrop just upstream from the Puget facility's footbridge. The work would occur along approximately 340 linear feet of river shoreline. The channel in the vicinity of this element would be widened from about 140 feet to 200 feet in order to increase the hydraulic efficiency of the channel widening area during a flood. About 0.2 acres of land above the normal water line of the river and 0.5 acres below the water line would be used for project construction. Site inspection has revealed that the outcrop is probably solid rock, and the modified side slope would end up being nearly vertical. An excavation of about 8,056 cubic ya .rds of rock and common material (dirt) would be needed landward of ordinary high water. An excavation of about 2648 cubic yards of rock and common material (dirt) would be needed riverward of ordinary high water. It is anticipated that the rock will be excavated by blasting and some of the rock would require underwater removal. If possible, directional blasting will be used to provide alcoves for fish refuge and areas for plantings. Blasted rock may be used as riprap or bedding spalls for the left bank element. An existing right bank gravel road, which is owned and used by Puget Sound Energy, would be used to reach the right bank construction site. Because the construction area would encroach on the gravel road, a small portion of the road would have to be moved landward within the channel widening area. At the end of construction, the gravel road would be left in a condition as good or better than currently exists. In addition, after construction native trees would be planted along the modified shoreline wherever conditions would allow for the growth of

trees (i.e. where the shoreline is not solid rock).

Left Bank Channel Widening. The left bank channel widening element consists of removing earth and rock just downstream of the Highway 202 bridge. The work would occur along approximately 475 linear feet of river shoreline. The channel in the vicinity of this element would be widened from about 150 to 175 to 200 feet in order to increase the hydraulic efficiency of the channel widening area during a flood. About 0.9 acres of land above the normal water line of the river and 1.2 acres below the water line would be used for project construction. Inspection of the left bank area to date indicates that the majority of the material to be excavated is probably earth, and an estimated 12,819 cubic yards of material would have to be excavated along the steep river slope landward of the ordinary high water level and 8,210 cubic yards below ordinary high water. The left bank work would consist of first clearing the bank of trees and shrubs, excavating the slope to a 1.5:1 slope (1.5 feet of horizontal distance for every 1 foot of vertical), and then armoring the bank and buried toe with derrick stone up to elevation 405 feet and class V rock riprap from elevation 405 feet to 414 feet in order to protect the bank from erosion. An estimated 8,482 cubic yards of derrick stone would be needed for the bank. The rock riprap would extend up the bank slope to elevation 414, and from there to the top of the bank the bank would be protected with gravel or spalls. The rock would be 6 feet thick on the buried toe of the rock revetment and bank slope up to elevation 405 feet and about 4.5 feet thick from elevation 405 feet to 414 feet. The weighted toe is required to prevent movement of the bank protection and to provide subsurface armor protection if toe scour should occur. At elevation 405 feet there will be a bench of varying width to facilitate plantings. Approximately 5,989 cubic yards of derrick stone would be placed below ordinary high water.

The removal of trees and shrubs along the left bank shoreline area would require mitigation from the standpoint of loss of aesthetics and loss of fish and wildlife habitat. Willow lifts will be planted in the riprap at elevations 401, 406, and 410 feet. Large trees and shrubs will be planted on the bench at elevation 405 feet. Small and medium size trees and shrubs not to exceed 20 feet in height would be planted on the slope above elevation 414 feet. Larger native trees (both coniferous and deciduous) would be planted at the very top of the bank native trees where space is available. Within the buried toe of the revetment, double rootwads would be imbedded in the riprap and placed about every 30 linear feet along the disturbed shoreline to provide fish habitat.

Railroad Bridge Removal. This project element involves the removal of an old, abandoned railroad bridge which crosses the Snoqualmie River about one-half mile upstream of the State Highway 202 Bridge. The right bank right span of the bridge fell into the river during the 1990 flood. The remaining 180 foot long built-up member steel truss bridge span is supported by two timber piling groups. The right bank approach is a 750 foot long timber pile trestle, while that on the left bank is a 675 foot long earthen embankment leading to a 75 foot long timber pile trestle. The bridge and timber support removal could be facilitated by falsework to be constructed near the left bank of the river. The bridge will be removed in sections to the falsework and cut up and dismantled on the left bank. All rails and ties associated with the bridge will be removed as well. All materials (steel, rails, and timber) are believed to be salvageable material. The right bank approach (wooden trestle) will be removed by dismantling the trestle from the Mill Pond Road placing a temporary access road in the footprint of the trestle. During construction of the road, approximately 0.26 acres of freshwater wetland will be temporarily filled with 208 cubic yards of gravel for the roadbed. After the trestle is dismantled, the temporary road fill will be removed and replanted with native vegetation. The wetland area will be regraded and replanted with wetland vegetation.

Associated Design Features - Shoreline Protection. Completion of the 3 element project would result in significantly increased river velocities during a flood in the vicinity of the State Highway 202 bridge. There are areas, particularly on the right bank just upstream of the bridge, where expected 100-year flow velocities could produce significant erosion. The following measure would be intended to negate damage to critical infrastructure due to increased erosion from increased velocities. The area of concern is the right bank

shoreline area upstream of the Highway 202 bridge. Within this area riprap would be placed in a shallow trench in an area slightly landward of the shoreline to serve as "launched" stone protection. Should the river erode the bank to the riprap pile, then stone would slip over the bank (launch) and continue to do so until the erosion ceased. The mound of riprap would be a triangular prism about 7.5 feet high, 15 feet wide at the top, and about 260 feet long, totaling about 450 cubic yards of rock. The riprap would be placed in an excavated trench about ten feet deep in order to minimize its appearance. Excavated trench material (about 350 cubic yards) would be grade to existing ground level over the riprap prism to facilitate the re-establishment of vegetation.

PURPOSE: Purpose of this project is to provide flood damage reduction for the city of Snoqualmie while minimizing impacts to the environmental resources of the area.

MITIGATION: Mitigation for the project will focus on avoiding and minimizing project impacts. For the channel widening section the amount of riprap to be placed on the bank will be kept to a minimum (i.e. riprap will not be placed to the top of the bank on the left bank element). To minimize disruption to inwater habitat, the toe of the bank protection structures will be buried. To compensate for the vegetation removed, a combination of willows and native trees and low lying shrubs will be planted on the exposed slopes next to the river and large woody debris will be placed on the toe on the left bank channel widening area to replace lost habitat. At the upstream end of the left bank channel widening area, the riprap will be covered with a dirt blanket to provide a ramp for migrating animals.

The majority of the existing shoreline vegetation on the right bank erosion control area will be retained by placing the self launching toe back from the existing shoreline adjacent to the utility right of way. The use of this alignment will minimize loss of vegetation in part through the use of the existing access road. The overburden removed during preparation of the project site will be stockpiled and then placed over the riprap after it is placed. This will provide a growing medium for revegetation of the area.

The railroad bridge removal will be staged on the left bank to avoid impacts to prime forest habitat and wetlands. The fill placed by the trestle removal will be removed and the area will be regraded and replanted.

During construction, inwater work in the channel widening area will be kept to a minimum. Silt curtains will be used to control turbidity releases to the river. A spill prevention plan will be set up to help avoid spills and program a response to handle spills in case one occurs. Fish will be directed away from the blasting area through the use of a bubble curtain. The timing and size of the blasting will be controlled to minimize disruption to fish and wildlife.

COORDINATION: The proposed work is being coordinated with the following Federal, State, or local agencies:

Federal
Environmental Protection Agency
U.S. Fish and Wildlife Service
National Marine Fisheries Service

Indian Tribes
Snoqualmie Tribe
Tulalip Tribe

State of Washington
Department of Ecology
Department of Fish and Wildlife

Local
King County Public Works
City of Snoqualmie

CULTURAL AND HISTORIC RESOURCES: The District Engineer has reviewed the latest published version of the National Register of Historic Places, lists of properties determined eligible, and other sources of information. A field reconnaissance of the site did not identify any significant cultural or historic resources that would directly be affected by the proposed project. Part of the work is located on a property registered in the National Register of Historic Places (Snoqualmie Falls Historic District) but will not affect any register structures or the character of the site. Unknown archeological, scientific, prehistoric or historical data may be lost or destroyed by work to be accomplished under the requested work.

The District Engineer invites responses to this Public Notice from Federal, State and local agencies, historical and archeological societies, Indian tribes and other parties likely to have knowledge of or concerns with historic properties in the area.

ENDANGERED SPECIES - The Endangered Species Act of 1973, as amended, requires assessment of potential impacts to listed and proposed species. The U.S. Fish and Wildlife Service (USFWS) identified federally listed and proposed animal species which may occur in the project vicinity. Included in this list were four species listed as threatened, bald eagles (*Haliaeetus leucocephalus*), marbled murrelets (*Brachyramphus marmoratus marmoratus*), northern spotted owls *(Strix occidentalis caurina*), and bull trout (*Salvelinus confluentus*). The National Marine Fisheries Service (NMFS) identified one species listed as threatened, Puget Sound chinook salmon (*Oncorhynchus keta*), as occurring downstream of the project area. After receipt of comments from this public notice, the U.S. Army Corps of Engineers will evaluate the potential impacts to the listed species.

PUBLIC HEARING - Any person may request, in writing, within the comment period specified in this notice, that a public hearing be held to consider this application. Requests for public hearings shall state, with particularity, the reasons for holding a public hearing.

EVALUATION - The decision whether to perform the proposed work will be based on an evaluation of the probable impact, including cumulative impacts of the proposed activity on the public interest. That decision will reflect the national concern for both protection and utilization of important resources. The benefits which reasonably may be expected to accrue from the proposal must be balanced against its reasonably foreseeable detriments. All factors which may be relevant to the proposal will be considered, including the cumulative effects thereof; among those are conservation, economics, aesthetics, general environmental concerns, wetlands, historic properties, fish and wildlife values, flood hazards, floodplain values, land use, navigation, shoreline erosion and accretion, recreation, water supply and conservation, water quality, energy needs, safety, food and fiber production, mineral needs, considerations of property ownership, and, in general, the needs and welfare of the people.

The U.S. Army Corps of Engineers (Corps) is soliciting comments from the public; Federal, State, and local agencies and officials; Indian tribes; and other interested parties in order to consider and evaluate the impacts of this activity. Any comments received will be considered by the Corps to determine whether to issue, modify, condition or not proceed with the proposed work. To make this decision, comments are used to assess impacts on endangered species, historic properties, water quality, general environmental effects, and the other public interest factors listed above. Comments are also used to determine the need for a public hearing and to determine the overall public interest of the activity.

The evaluation of the impact of the activity on the public interest will include application of the guidelines

promulgated by the Administrator, Environmental Protection Agency, under authority of Section 404(b) of the Clean Water Act.

ADDITIONAL EVALUATION - The State of Washington is reviewing this work for consistency with the approved Washington Coastal Zone Management Program.

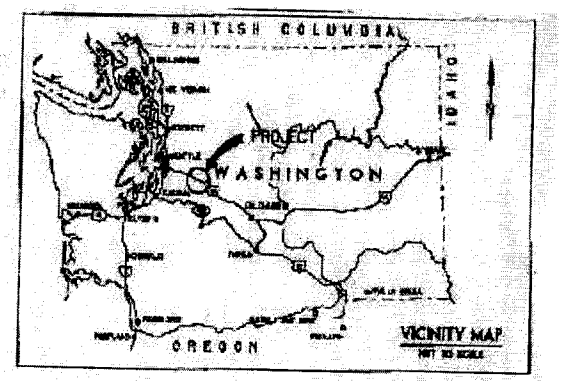
This proposal is the subject of Shorelines Management Act and will be conducted in a manner consistent to the maximum extent practicable with the approved State Coastal Zone Management Program. The city of Snoqualmie, one of the project's local sponsors, will process a Shorelines Substantial Development Permit for this project.

A final Environmental Assessment and Finding of No Significant Impact has already been prepared for the proposed work. Based on the assessment of potential impacts from the proposed work, an Environmental Impact Statement will not be required.

COMMENT AND REVIEW PERIOD: Additional information concerning the project may be obtained at the above referenced address from Mr. Michael Scuderi, (206) 764-7205, or from Mr. Paul Cooke, (206) 764-3622. Comments on these factors will be accepted and made part of the record. Comments should refer to the reference number shown above and reach this office, Attn: Mr. Michael Scuderi, NWS-PM-PL-ER, no later than the expiration date of this public notice to insure consideration.

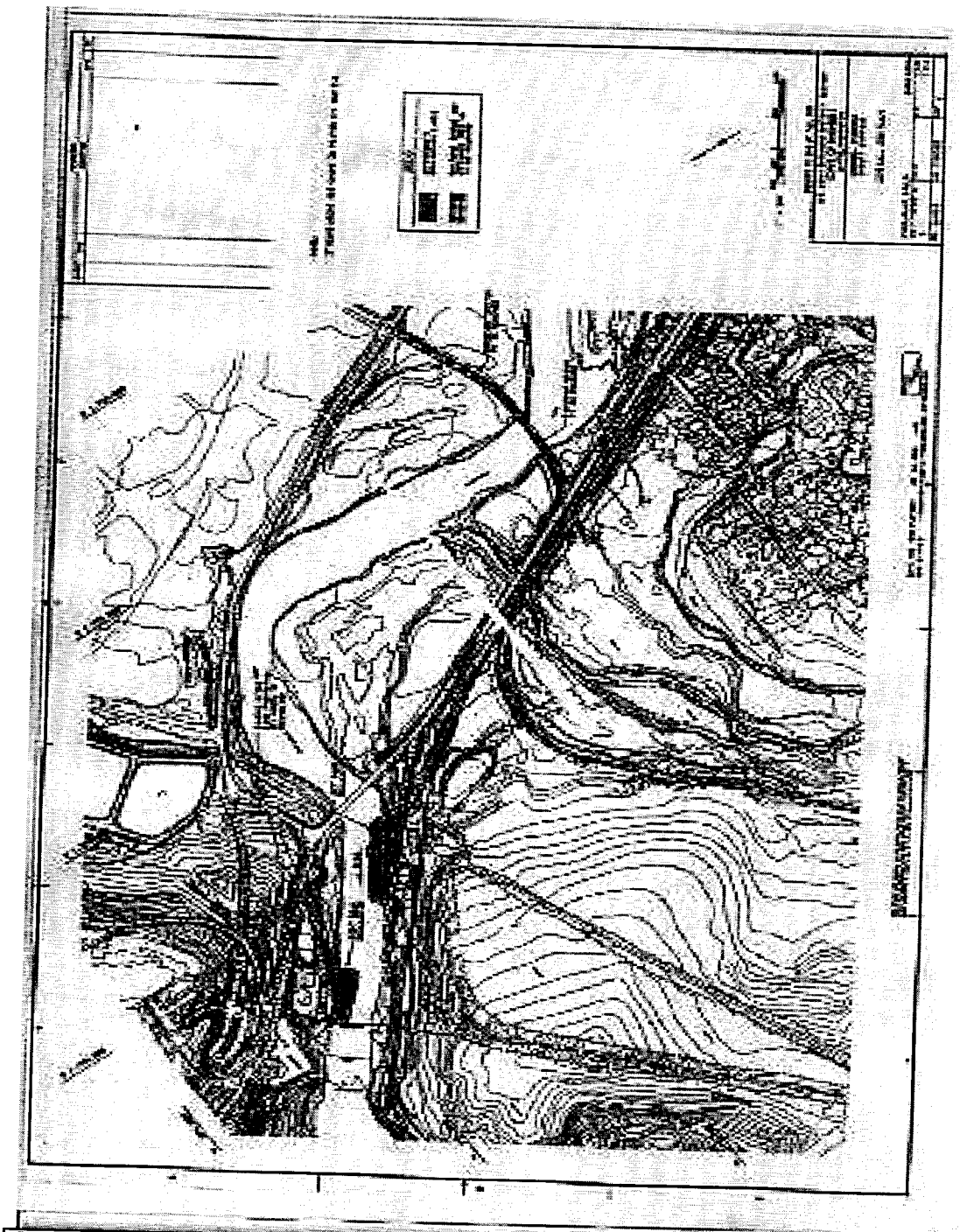
Encl
Drawing ( ) or Drawings (x)

Public Notice: PL-01-03



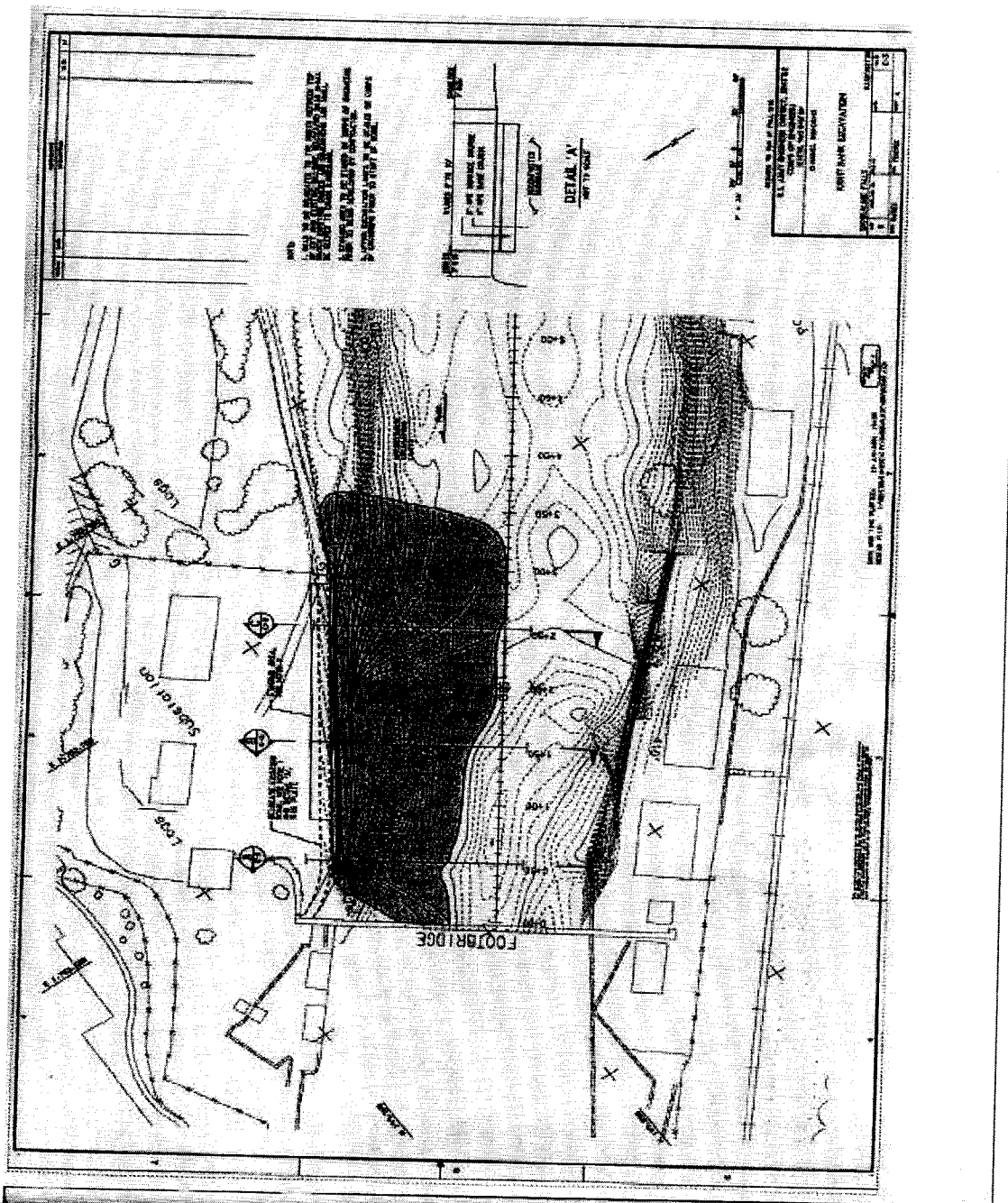
PURPOSE: Flood Flood Damage Reduction DATUM: NVGD ADJACENT PROPERTY OWNERS: List Available from Corps of Engineers	SNOQUALMIE RIVER FLOOD DAMAGE REDUCTION STUDY **PROJECT LOCATION** SEATTLE DISTRICT CORPS OF ENGINEERS	IN: Waters of the U.S. adjacent to the Snoqualmie River AT: Sec. 30, T24N R8E COUNTY: King STATE: WA SHEET 1 OF 9 DATE: November 14, 2001

Public Notice: PL-01-03



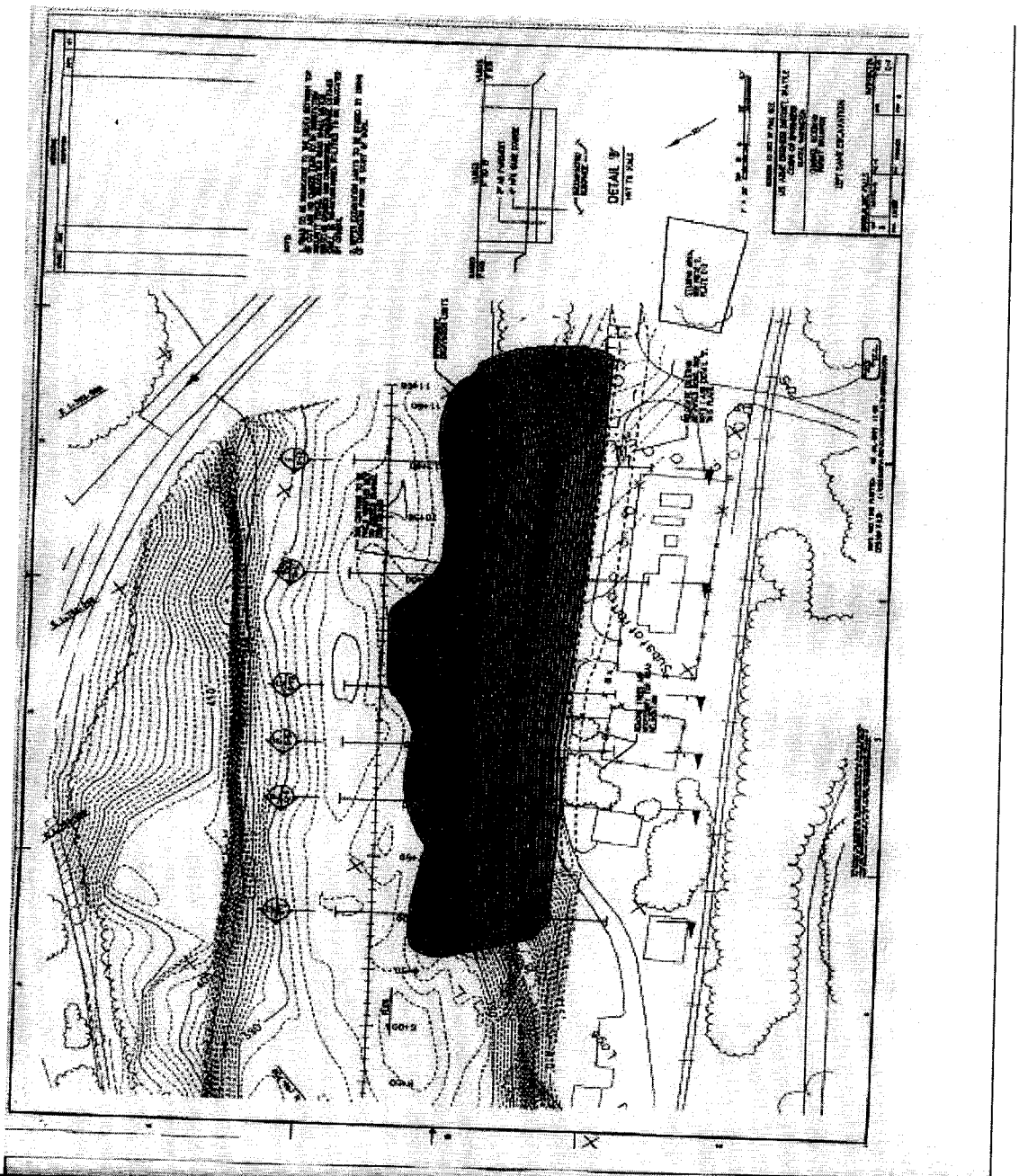
PURPOSE: Flood Flood Damage Reduction DATUM: NVGD ADJACENT PROPERTY OWNERS: List Available from Corps of Engineers	SNOQUALMIE RIVER FLOOD DAMAGE REDUCTION STUDY **STUDY AREA** SEATTLE DISTRICT CORPS OF ENGINEERS	IN: Waters of the U.S. adjacent to the Snoqualmie River AT: Sec. 30, T24N R8E COUNTY: King STATE: WA SHEET 2 OF 9 DATE: November 14, 2001

Public Notice: PL-01-03



PURPOSE: Flood Flood Damage Reduction DATUM: NVGD ADJACENT PROPERTY OWNERS: List Available from Corps of Engineers	SNOQUALMIE RIVER FLOOD DAMAGE REDUCTION STUDY **RIGHT BANK CHANNEL WIDENING AREA** SEATTLE DISTRICT CORPS OF ENGINEERS	IN: Waters of the U.S. adjacent to the Snoqualmie River AT: Sec. 30, T24N R8E COUNTY: King STATE: WA SHEET 3 OF 9 DATE: November 14, 2001

Public Notice: PL-01-03



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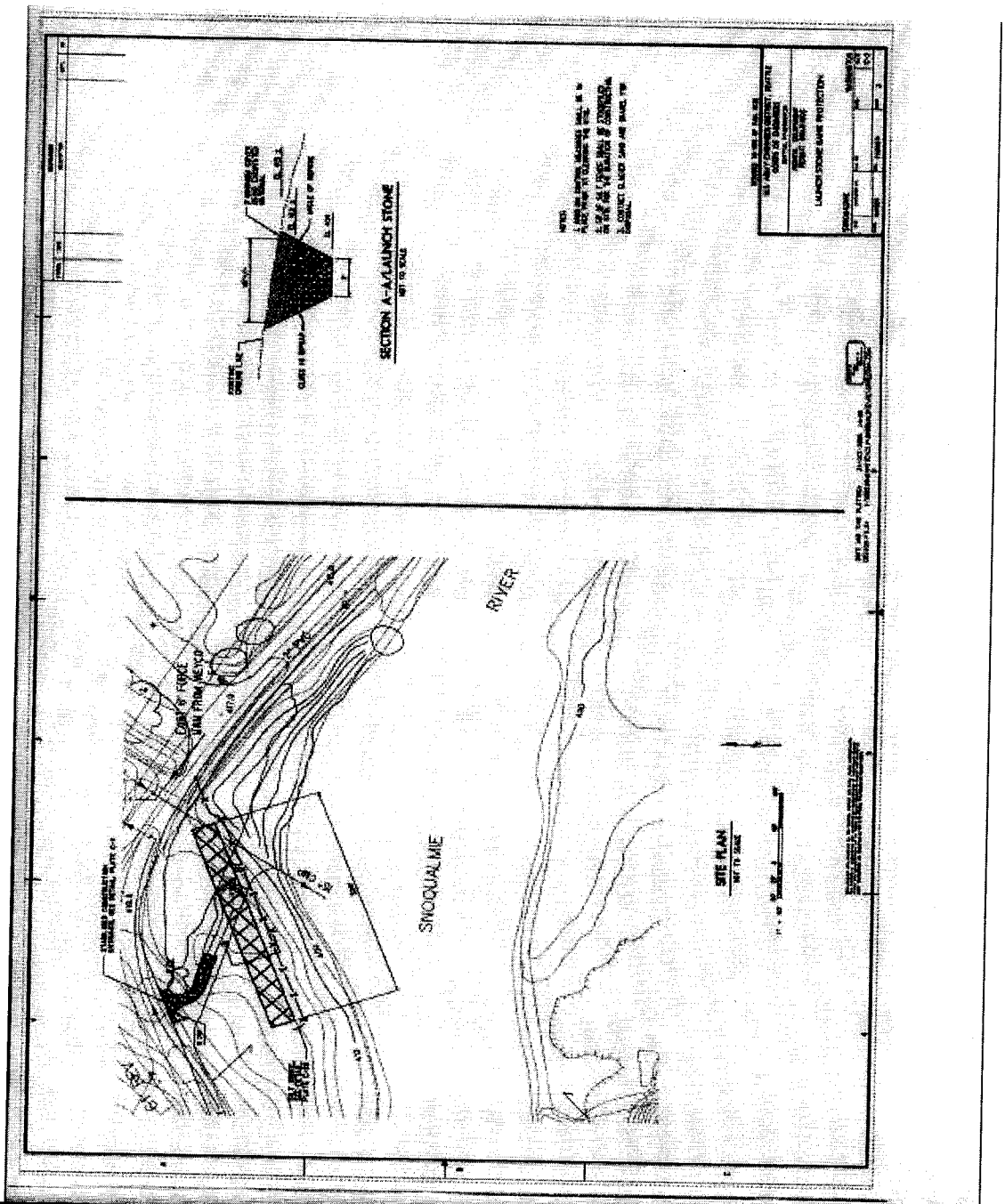
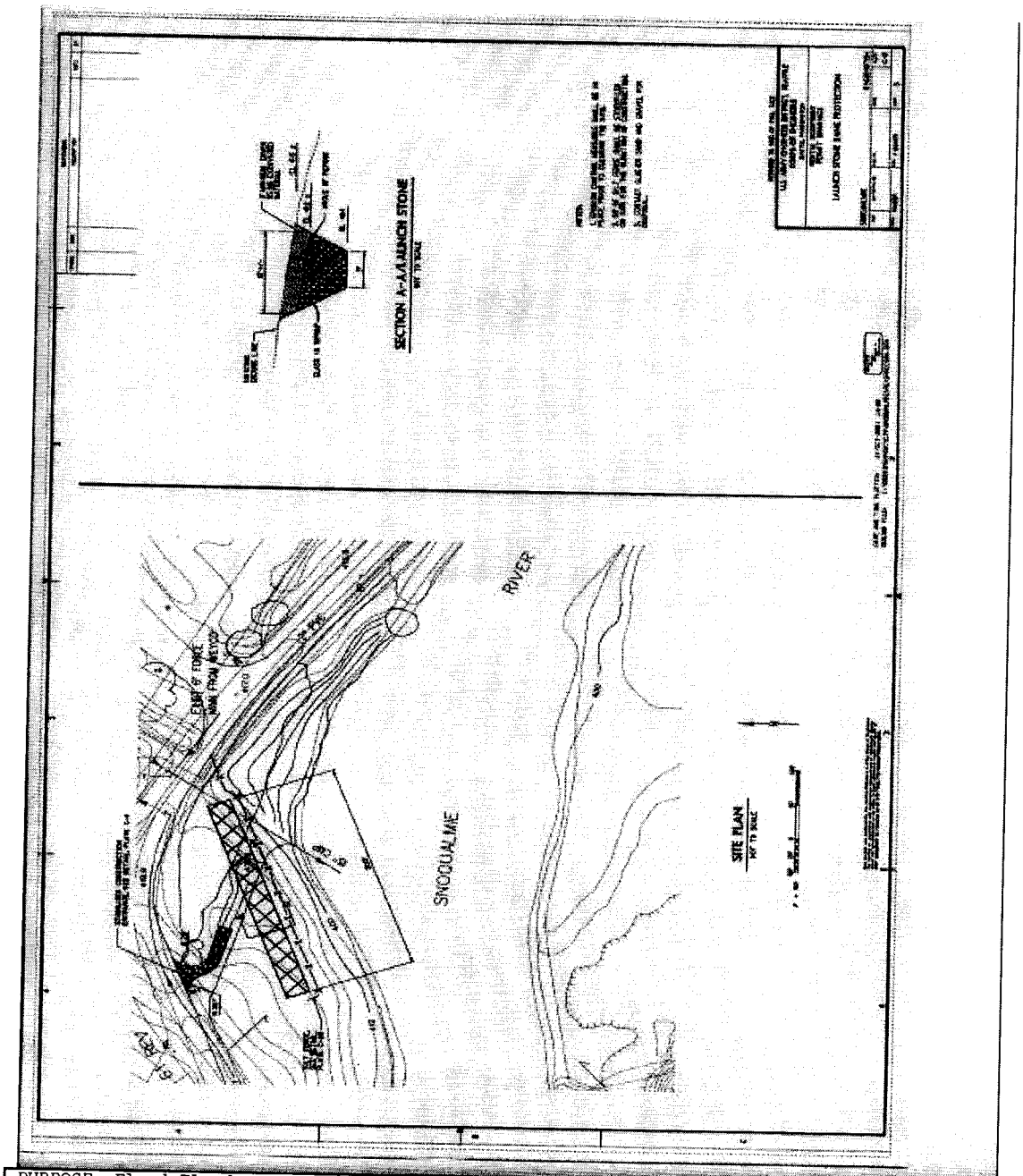
Public Notice: PL-01-03



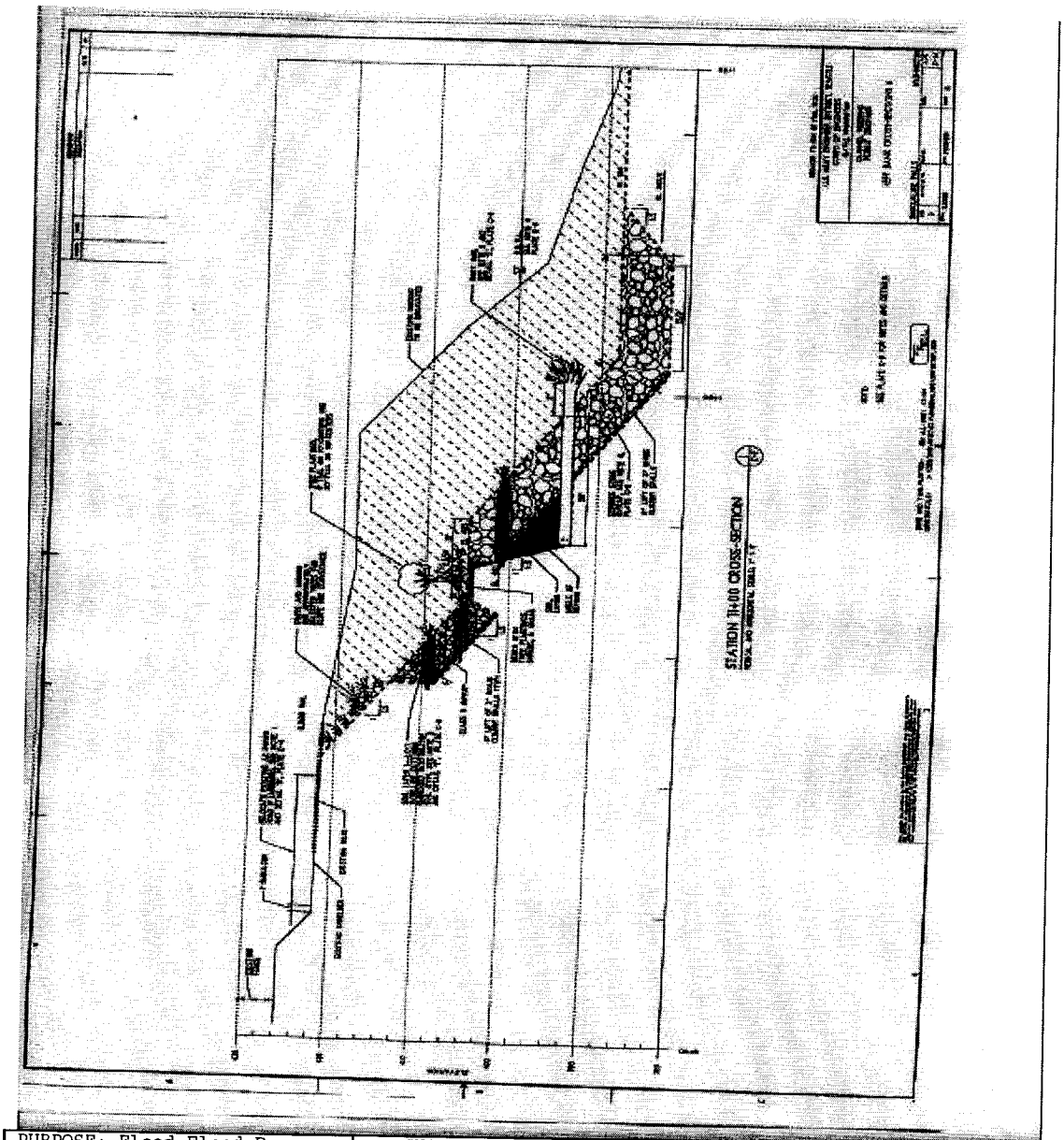
PURPOSE: Flood Flood Damage Reduction DATUM: NVGD ADJACENT PROPERTY OWNERS: List Available from Corps of Engineers	SNOQUALMIE RIVER FLOOD DAMAGE REDUCTION STUDY RAILROAD BRIDGE REMOVAL AREA SEATTLE DISTRICT CORPS OF ENGINEERS	IN: Waters of the U.S. adjacent to the Snoqualmie River AT: Sec. 30, T24N R8E COUNTY: King STATE: WA SHEET 5 OF 9 DATE: November 14, 2001

Public Notice: PL-01-03



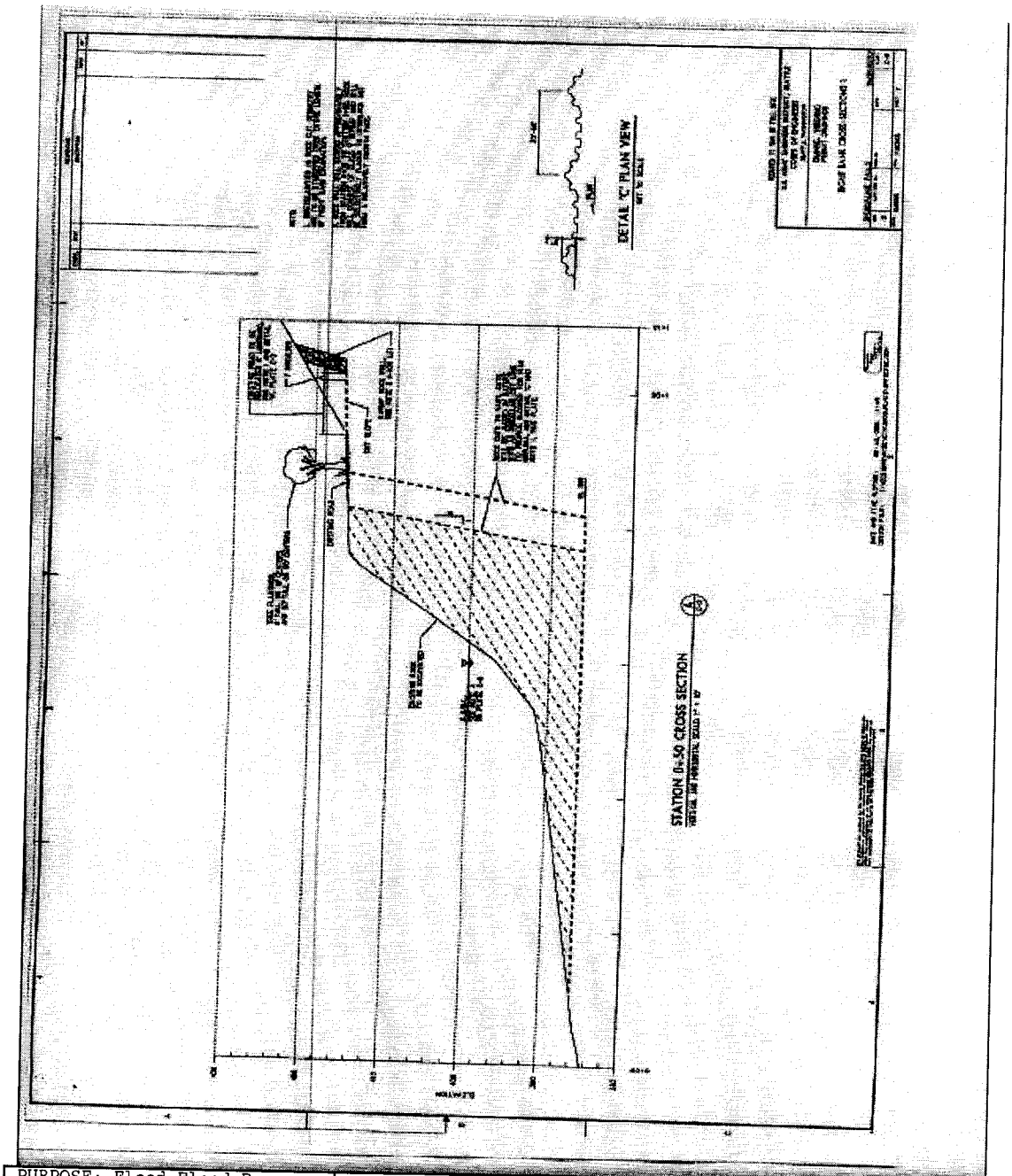
PURPOSE: Flood Flood Damage Reduction DATUM: NVGD ADJACENT PROPERTY OWNERS: List Available from Corps of Engineers	SNOQUALMIE RIVER FLOOD DAMAGE REDUCTION STUDY **EROSION CONTROL AREA** SEATTLE DISTRICT CORPS OF ENGINEERS	IN: Waters of the U.S. adjacent to the Snoqualmie River AT: Sec. 30, T24N R8E COUNTY: King STATE: WA SHEET 6 OF 9 DATE: November 14, 2001

Public Notice: PL-01-03



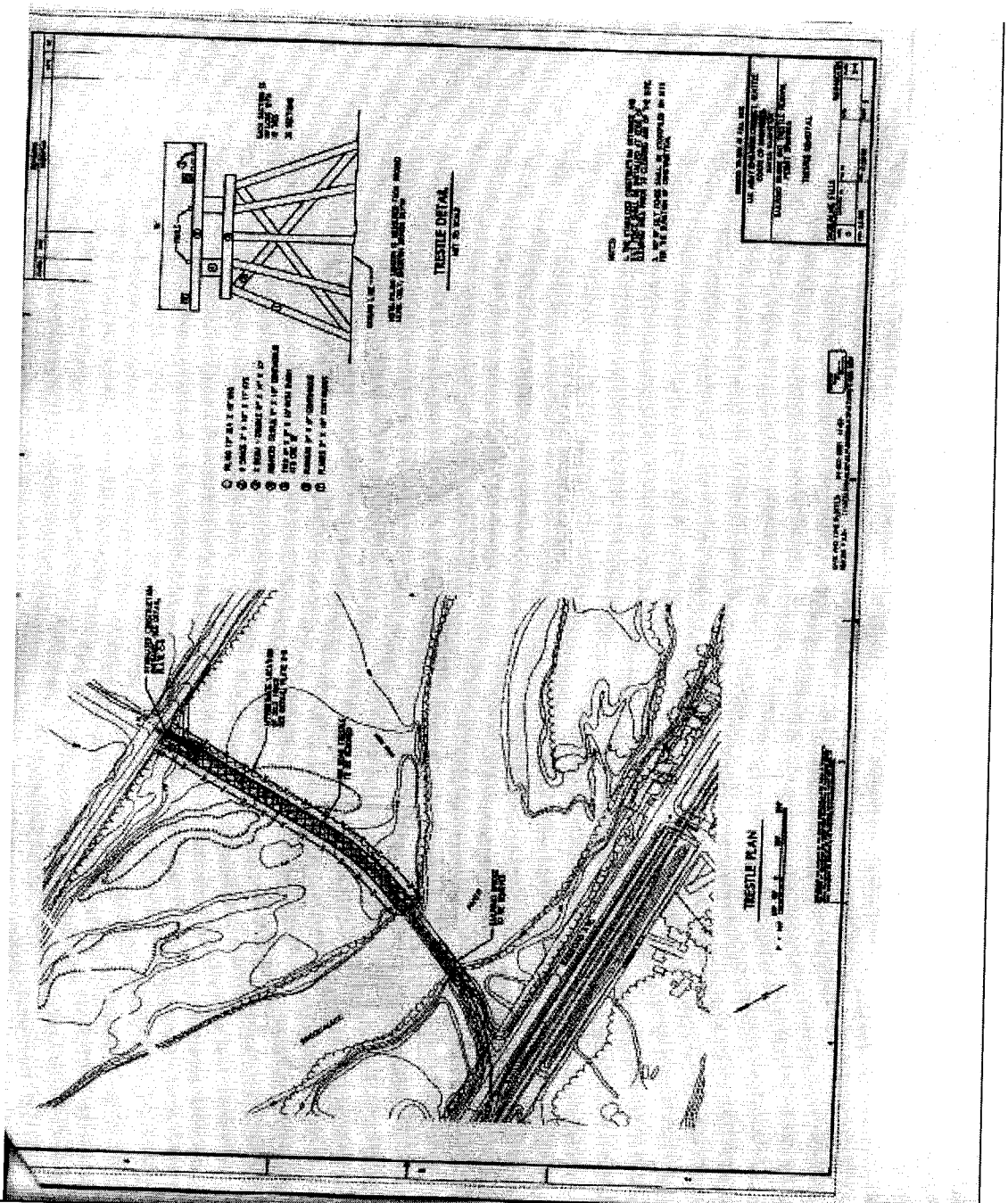
PURPOSE: Flood Flood Damage Reduction DATUM: NVGD ADJACENT PROPERTY OWNERS: List Available from Corps of Engineers	SNOQUALMIE RIVER FLOOD DAMAGE REDUCTION STUDY CROSS SECTION FOR LEFT BANK CHANNEL WIDENING INCLUDING REPLANTING AND LWD SEATTLE DISTRICT CORPS OF ENGINEERS	IN: Waters of the U.S. adjacent to the Snoqualmie River AT: Sec. 30, T24N R8E COUNTY: King STATE: WA SHEET 7 OF 9 DATE: November 14, 2001

Public Notice: PL-01-03



PURPOSE: Flood Flood Damage Reduction DATUM: NVGD ADJACENT PROPERTY OWNERS: List Available from Corps of Engineers	SNOQUALMIE RIVER FLOOD DAMAGE REDUCTION STUDY CROSS SECTION FOR RIGHT BANK CHANNEL WIDENING SEATTLE DISTRICT CORPS OF ENGINEERS	IN: Waters of the U.S. adjacent to the Snoqualmie River AT: Sec. 30, T24N R8E COUNTY: King STATE: WA SHEET 8 OF 9 DATE: November 14, 2001

Public Notice: PL-01-03



PURPOSE: Flood Flood Damage Reduction DATUM: NVGD ADJACENT PROPERTY OWNERS: List Available from Corps of Engineers	SNOQUALMIE RIVER FLOOD DAMAGE REDUCTION STUDY **TRESTLE REMOVAL AREA** SEATTLE DISTRICT CORPS OF ENGINEERS	IN: Waters of the U.S. adjacent to the Snoqualmie River AT: Sec. 30, T24N R8E COUNTY: King STATE: WA SHEET 9 OF 9 DATE: November 14, 2001

Public Notice: PL-01-03

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
Mail Stop PV-11 • Olympia, Washington 98504-8711 • (206) 459-6000

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Notice of Application for
Water Quality Certification
and for
Certification of Consistency with the
Washington Coastal Zone Management Program

Date: Nov. 14, 2001

Notice is hereby given that a request has been filed with the Department of Ecology, pursuant to the requirements of Section 401 of the federal Clean Water Act of 1977 (PL 95-217), to certify that the project described in the Corps of Engineers Public Notice No. PL-01003 will comply with Sections 301, 302, 303, 306, and 307 of the Act, and with applicable provisions of State and Federal water pollution control laws.

Notice is also given that a request has been filed with the Department of Ecology, pursuant to the requirements of Section 307(c) of the federal Coastal Zone Management Act of 1972 (16 U.S.C. 1451), to certify that the above-referenced project will comply with the Washington State Coastal Zone Management Program and that the project will be conducted in a manner consistent with that Program.

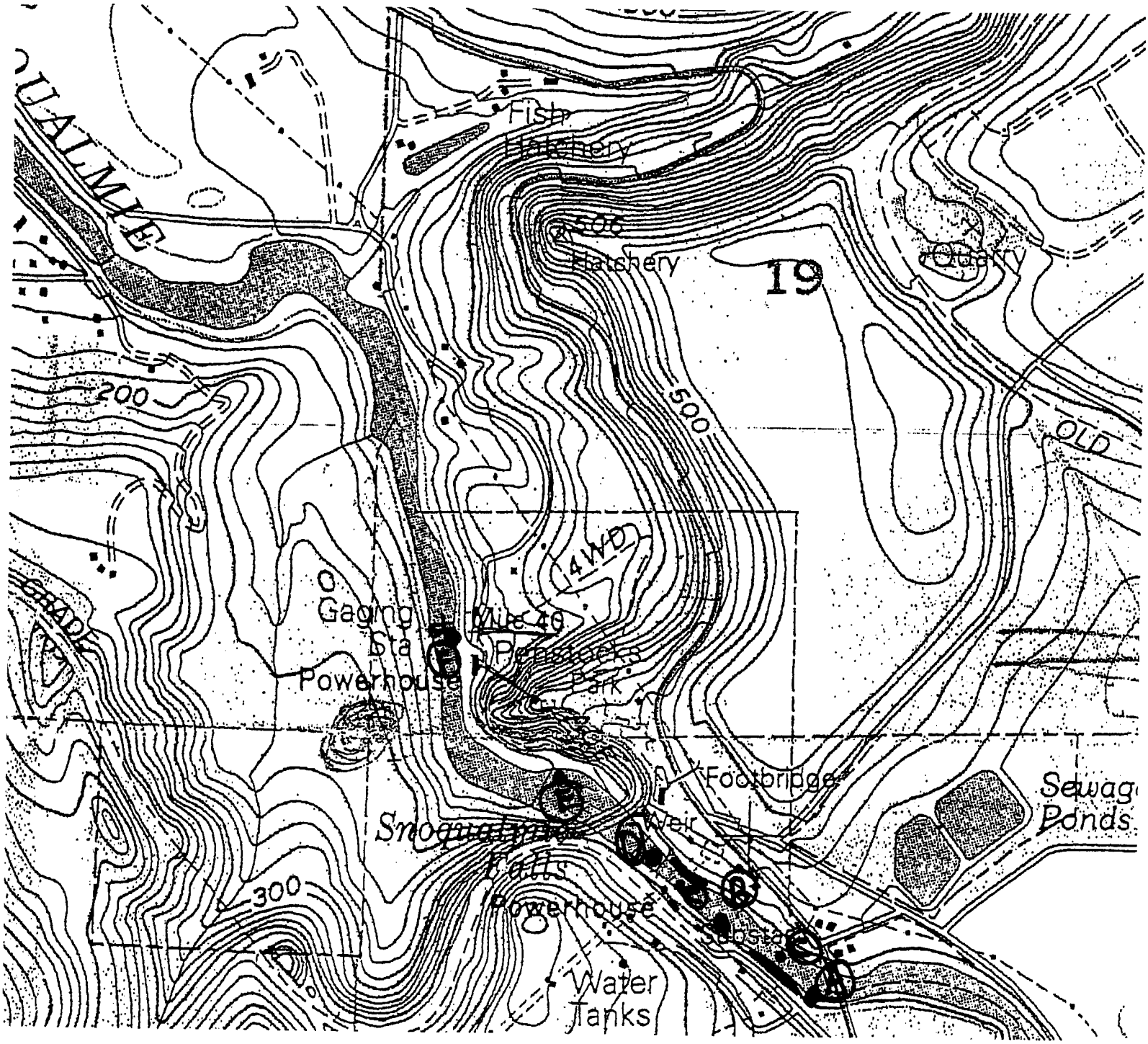
Any person desiring to present views pertaining to the project on either or both (1) compliance with water pollution control laws or (2) the project's compliance or consistency with the Washington State Coastal Zone Management Program may do so by providing written comments within 30 days of the above publication date to:

Alice Kelly
Dept. of Ecology
3190 160th Ave. SE
Bellevue, WA 98008-5452

Attachment B

(To the Water Quality Protection Plan)

Turbidity Monitoring Station Sites



LEFT AND RIGHT BANK CHANNEL WIDENING

WATER QUALITY MONITORING STATIONS.
DOWNSTREAM STATION IS THE COMPLIANCE POINT

ATTACHMENT B

SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(2001) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(2000b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

1.3 LABORATORY VALIDATION

The testing laboratory shall be validated by Corps of Engineers Material Testing Center (MTC) for all tests required by contract. See paragraph 3.7 TESTS.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times,

except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 10 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 60 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project manager. If the project manager and project superintendent is the same person, the CQC System Manager shall report to someone higher in the Contractor’s organization than the project manager.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.

d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.

e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be

tested, test frequency, and person responsible for each test. Laboratory facilities will be validated by the Corps of Engineers Material Testing Center and approved by the Contracting Officer.

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 5 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health manager shall receive direction and authority from the CQC System manager and shall serve as a member of the CQC staff. Personnel identified in technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, shop drawings submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 5 years construction experience on construction similar to this contract or a construction person with a minimum of 10 years in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned ~~no other duties~~as System Manager but may have duties as project superintendent in addition to quality control and must be allowed sufficient time to perform his assigned quality control duties as described in the Quality Control Plan. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager. These individuals shall be directly employed by the prime Contractor; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan.

	Experience Matrix	
	Area	**Qualifications**
a.	Civil	Graduate Civil Engineer with 2 years experience in the type of work being performed on this project or technician with 5 years related experience
b.	Structural	Graduate Structural Engineer with 2 years experience or person with 5 years related experience
c.	Submittals	Submittal Clerk with 1 year experience

3.4.4 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is periodically offered at AGC offices throughout the state of Washington and Oregon.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements. All Contractor forms for submitting test results are subject to Contracting Officer approval.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.

b. A review of the contract drawings.

c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

d. Review of provisions that have been made to provide required control inspection and testing.

e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.

i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

j. Discussion of the initial control phase.

k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, onsite production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements, see Table 1 – Minimum Testing, attached at the end of this specification section. Contractor shall submit all materials test reports on forms standard to industry standards such as ACI, ASTM and AASHTO or with laboratory accreditation forms such as AALA, NIST or NVLAP. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers validated testing laboratory or establish a testing laboratory at the project site which can be validated by the Corps of Engineers in advance of any and all required testing; and in addition, submit

proof of validation for approval. The Contractor shall perform the following activities and record and provide the following data:

a. Verify that testing procedures comply with contract requirements.

b. Verify that facilities and testing equipment are available and comply with testing standards.

c. Check test instrument calibration data against certified standards.

d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

a. Validation

The testing laboratory shall be validated by the Corps of Engineers Materials Testing Center (MTC) for all tests required by the contract prior to the performance of any such testing. The validation of a laboratory is site specific and cannot be transferred or carried over to a facility at a different location. Any and all costs associated with this Government laboratory validation shall be borne by the laboratory and/or the Contractor. Validation of a laboratory is not granted for the entire laboratory activity, but only for the specific procedures requested by the inspected laboratory. The inspected laboratory has full choice of the procedures to be inspected except that the Quality Assurance portion of ASTM E 329 is mandatory to be inspected.

(1) Validation Procedures

Validation of a laboratory may consist of either an inspection or audit as defined herein. Validation of all material testing laboratories shall be performed by the MTC. Validation may be accomplished by one of the following processes:

(a) Inspection. Inspection shall be performed by the MTC in accordance with American Society for Testing and Materials (ASTM) standards E329 and D3740.

(b) Audit. A laboratory may be validated by auditing if it has been accredited by the Concrete and Cement Reference Laboratory (CCRL) or AASHTO Materials Reference Laboratory (AMRL) within the past two years in accordance with ASTM

E329. Audit shall be performed by the MTC. Inspection by MTC may be required after auditing if one or more of the critical testing procedures required in the project specification were not included in the CCRL or AMRL inspection report or if there is any concern that the laboratory may not be able to provide required services.

b. Standards of Acceptability

(1) Aggregate, concrete, bituminous materials, soil, and rock. Laboratories for testing aggregate, concrete, bituminous materials, soil, and rock shall be validated for compliance with ASTM E 329, Engineer Manual (EM) 1110-2-1906, or project specifications, as applicable.

(2) Water, sediment, and other samples. Laboratories engaged in analysis of water, sediment, and other samples for chemical analysis shall be inspected to assure that they have the capability to perform analyses and quality control procedures described in references in Appendix A as appropriate. The use of analytical methods for procedures not addressed in these references will be evaluated by the CQAB for conformance with project or program requirements.

(3) Steel and other construction materials, Laboratories testing steel and other construction materials shall be validated for capabilities to perform tests required by project requirements and for compliance with ASTM E329.

c. Validation Schedule

(1) For all contracted laboratories and project Quality Assurance (QA) laboratories testing aggregate, concrete, bituminous materials, soils, rock, and other construction materials, an initial validation shall be performed prior to performance of testing and at least every two (2) years thereafter.

(2) Laboratories performing water quality, wastewater, sludge, and sediment testing shall be approved at an interval not to exceed eighteen (18) months.

(3) All laboratories shall be revalidated at any time at the discretion of the Corps of Engineers when conditions are judged to differ substantially from the conditions when last validated.

d. Validation Process

If a validated laboratory is unavailable or the Contractor selects to use a laboratory which has not been previously validated, Contractor shall coordinate with Corps of Engineers Material Testing Center (MTC) to obtain validation and pay all associated costs. Point of contact at MTC is Daniel Leavell, telephone (601) 634-2496, fax (601) 634-4656, email daniel.a.leavell@erdc.usace.army.mil, at the following address:

U.S. Army Corps of Engineers
Materials Testing Center
Waterways Experiment Station
3909 Hall Ferry Road

Vicksburg, MS 39180-6199

Procedure for Corps of Engineers validation, including qualifications and inspection/audit request forms are available at the MTC web site:

http://www.wes.army.mil/SL/MTC/mtc.htm

Contractor shall coordinate directly with the MTC to obtain validation. Contractor is cautioned the validation process is complicated and lengthy, may require an onsite inspection by MTC staff, correction of identified deficiencies, and the submittal and approval of significant documentation. Estimate a minimum of 60 days to schedule an inspection/submittal and receive a validation. Cost of onsite inspections is $4500 plus travel time and cost from Vicksburg MS. Cost of audits is $2500. If an onsite inspection is required following an audit, the cost of the inspection shall be $2500 plus travel time and cost. The Contractor will be invoiced for actual travel costs and shall submit payment direct to the MTC made payable to the ERDC Finance and Accounting Officer prior to the scheduling of the inspection and/or audit. The Contractor shall copy the Contracting Officer of all correspondence and submittals to the MTC for purposes of laboratory validation.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials will be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at the following address:

U.S. Army Corps of Engineers
Materials Testing Center
Waterways Experiment Station
3909 Hall Ferry Road
Vicksburg, MS 39180-6199
Phone: (601) 634-2496 or (601) 634-3261

ATTN: Project _____, Contract Number _____

Coordination for each specific test, exact delivery location and dates will be made through the Area Office. If samples are scheduled to arrive at the laboratory on a weekend (after 1700 Friday through Sunday) notify the laboratory at least 24 hours in advance at (601) 634-2496 to arrange for delivery.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the completion of all work or any increment thereof established by a completion time stated in the Special Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a punch list of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform this inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at this inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

a. Contractor/subcontractor and their area of responsibility.

b. Operating plant/equipment with hours worked, idle, or down for repair.

c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.

d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.

e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.

f. Submittals reviewed, with contract reference, by whom, and action taken.

g. Off-site surveillance activities, including actions taken.

h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

i. Instructions given/received and conflicts in plans and/or specifications.

j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

Sample forms are attached at the end of this specification section.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt

of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

(sample of typical Contractor's Daily Report)
DAILY CONSTRUCTION QUALITY CONTROL REPORT

Contract Number: _____ Date: _____ Rpt. No._____

Contract Title: _____ Location: _____

Weather: Clear __ P. Cloudy __ Cloudy __ Rainfall __ (__% of workday)

Temperature during workday: High ____ degrees F. Low ___ degrees F.

1. WORK PERFORMED BY CONTRACTOR/SUBCONTRACTOR(S):

Contractor Name	No. of Workers	Crafts/Hours	Work performed

2. EQUIPMENT DATA:

Type, Size, Etc.	Owned/Rented	Hours Used	Hours Standby

3. QUALITY CONTROL INSPECTIONS AND RESULTS: (Include a description of preparatory, initial, and/or follow up inspections or meetings; check of subcontractors work and materials delivered to the site compared to submittals and/or specifications; comments on the proper storage of materials; include comments on corrective actions to be taken):

_____
_

_____
_

_____
_

_____
_

4. QUALITY CONTROL TESTING AND RESULTS (comment on tests and attach test reports):

_____
_

_____
_

_____
_

5. DAILY SAFETY INSPECTIONS (Include comments on new hazards to be added to the Hazard Analysis and corrective action of any safety issues):

_____
_

_____
_

6. REMARKS (Include conversations with or instructions from the Government representatives; delays of any kind that are impacting the job; conflicts in the contract documents; comments on change orders; environmental considerations; etc.):

_____
_

_____
_

_____
_

_____
_

–

CONTRACTOR'S VERIFICATION: The above report is complete and correct. All material, equipment used, and work performed during this reporting period are in compliance with the contract documents except as noted above.

_____
CONTRACTOR QC REPRESENTATIVE

(Sample of Typical Contractor's Test Report)

TEST REPORT

STRUCTURE OR BUILDING _____

CONTRACT NO. _____

DESCRIPTION OF ITEM, SYSTEM, OR PART OF SYSTEM TESTED:

_____
_

_____
_

DESCRIPTION OF TEST:

_____

_____
_

_____
_

NAME AND TITLE OF PERSON IN CHARGE OF PERFORMING TESTS FOR THE CONTRACTOR:

NAME_____

TITLE_____

SIGNATURE_____

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED ITEM, SYSTEM, OR PART OF SYSTEM HAS BEEN TESTED AS INDICATED ABOVE AND FOUND TO BE ENTIRELY SATISFACTORY AS REQUIRED IN THE CONTRACT SPECIFICATIONS.

SIGNATURE OF CONTRACTOR
QUALITY CONTROL INSPECTOR_____

DATE_____

REMARKS

_____
_

_____
_

END OF SECTION

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SECTION 02220

DEMOLITION

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ENGINEERING MANUALS (EM)

EM 385-1-1	(2003) U.S. Army Corps of Engineers Safety and Health Requirements Manual

1.2 GENERAL REQUIREMENTS

The work includes demolition and removal of resulting rubbish and debris. Rubbish and debris shall be removed from project site daily, unless otherwise directed, to avoid accumulation at the demolition site. Materials that cannot be removed daily shall be stored in areas specified by the Contracting Officer. In the interest of occupational safety and health, the work shall be performed in accordance with EM 385-1-1, Section 23, Demolition, and other applicable Sections.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

Product Data

Work Plan; G,

The procedures proposed for the accomplishment of the work. The procedures shall provide for safe conduct of the work, including procedures and methods to provide necessary supports, lateral bracing and shoring when required, careful removal and disposition of materials specified to be salvaged, protection of property which is to remain undisturbed, coordination with other work in progress, and timely disconnection of utility services. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations in accordance with EM 385-1-1.

1.4 DUST CONTROL

The amount of dust resulting from demolition shall be controlled to prevent the spread of dust to avoid creation of a nuisance in the surrounding area. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution.

1.5 PROTECTION

1.5.1 Protection of Personnel

During the demolition work the Contractor shall continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and around the demolition site. No area, section, or structural element will be allowed to be left standing without sufficient bracing, shoring, or lateral support to prevent collapse or failure while workmen remove debris or perform other work in the immediate area.

1.5.2 Protection of Structures

Structural components that are designed and constructed to stand without lateral support or shoring, and are determined to be in stable condition, shall remain standing without additional bracing, shoring, or lateral support until demolished, unless directed otherwise by the Contracting Officer. The Contractor shall ensure that no elements determined to be unstable are left unsupported and shall be responsible for placing and securing bracing, shoring, or lateral supports as may be required as a result of any cutting, removal, or demolition work performed under this contract.

1.5.3 Protection of Existing Property

Before beginning any demolition work, the Contractor shall survey the site and examine the drawings and specifications to determine the extent of the work. The Contractor shall take necessary precautions to avoid damage to existing items to remain in place; any damaged items shall be repaired or replaced as approved by the Contracting Officer. The Contractor shall coordinate the work of this section with all other work and shall construct and maintain shoring, bracing, and supports as required. The Contractor shall ensure that structural elements are not overloaded and shall be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under this contract.

1.5.4 Environmental Protection

The work shall comply with the requirements of Section 01354 ENVIRONMENT PROTECTION.

1.6 BURNING

The use of burning at the project site for the disposal of refuse and debris will not be permitted.

1.7 USE OF EXPLOSIVES

Use of explosives will not be permitted.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 EXISTING STRUCTURES

Existing structures indicated shall be removed to grade. Any pilings that cannot be extracted by a hydraulic excavator with thumb with at least 160 horsepower rating shall be cut off at ground line.

3.1.1 Railroad Bridge

The railroad bridge shall be removed in a manner that minimizes disturbance to the river and the riverbed. All elements of the bridge shall be removed and taken to shore for disposal. The pilings in the river shall be ~~either pulled from the river bottom or~~ cut at the level of the riverbed and lifted clear of the river. Any plan that proposes to put portions of the bridge into the water is not acceptable. The incidental dropping of small pieces shall to be minimized. Any debris that falls from the bridge shall be caught above the water. Pilings shall not be driven into the riverbed as part of the demolition of the bridge, although barge spuds are specifically allowed. Disturbance of the riverbed is prohibited, except for minor incidental disturbance caused by normal use of barge spuds. Turbidity requirements of the Water Quality Certificate and HPA must be met by all work in the contract.

3.2 FILLING

Holes above the water line shall be filled using satisfactory materials as defined in Specification 02300, paragraph 1.4 and tamped to match existing ground compaction.

3.3 DISPOSITION OF MATERIAL

Title to material and equipment to be demolished is vested in the Contractor upon receipt of notice to proceed. The Government will not be responsible for the condition, loss or damage to such property after notice to proceed.

3.4 CLEAN UP

Debris shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.

END OF SECTION

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This Section added in it's entirety by Amendment R0003

SECTION 02921

SEEDING

1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AGRICULTURAL MARKETING SERVICE (AMS)

AMS-01	(Aug 95) Federal Seed Act Regulations Part 201

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 602	(1995a) Agricultural Liming Materials
ASTM D 977	(1991) Emulsified Asphalt
ASTM D 2028	(1976; R 1992) Cutback Asphalt (Rapid-Curing Type)
ASTM D 4972	(1995a) pH of Soils
ASTM D 5268	(1992; R 1996) Topsoil Used for Landscaping Purposes
ASTM D 5883	(1996) Standard Guide for Use of Rotary Kiln Produced Expanded Shale, Clay or Slate (ESCS) as a Mineral Amendment in Topsoil Used for Landscaping and Related Purposes

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

Data

Equipment; FIO. Surface Erosion Control Material; FIO. Chemical Treatment Material; FIO.

Manufacturer's literature including physical characteristics, application and installation instructions for equipment, surface erosion control material and chemical treatment material.

Schedules

Equipment; FIO.

A listing of equipment to be used for the seeding operation.

Statements

Delivery; FIO.

Delivery schedule.

Finished Grade and Topsoil; GA.

Finished grade status.

Topsoil; GA.

Availability of topsoil from the stripping and stock piling operation.

Reports

Equipment Calibration; FIO.

Certification of calibration tests conducted on the equipment used in the seeding operation.

Soil Test; FIO.

Certified reports of inspections and laboratory tests, prepared by an independent testing agency, including analysis and interpretation of test results. Each report shall be properly identified. Test methods used and compliance with recognized test standards shall be described.

Certificates

Seed; FIO. Topsoil; FIO. Organic Material; FIO. Mulch; FIO.

Prior to the delivery of materials, certificates of compliance attesting that materials meet the specified requirements. Certified copies of the material certificates shall include the following:

a. Seed. Classification, botanical name, common name, percent pure live seed, minimum percent germination and hard seed, maximum percent weed seed content, and date tested.

b. Topsoil. Particle size, pH, organic matter content, textural class, soluble salts, chemical and mechanical analyses.

d. Organic Material: Composition and source.

e. Mulch: Composition and source.

Samples

Delivered Topsoil; FIO.

Samples taken from several locations at the source.

Soil Amendments; FIO.

Manufacturers literature.

Mulch; FIO.

Manufacturers literature.

Records

Quantity Check; FIO.

Bag count or bulk weight measurements of material used compared with area covered to determine the application rate and quantity installed.

Seed Establishment Period; G.

Calendar time period for the seed establishment period. When there is more than one seed establishment period, the boundaries of the seeded area covered for each period shall be described.

Maintenance Record; G.

Maintenance work performed, area repaired or reinstalled, diagnosis for unsatisfactory stand of grass plants.

1.3 SOURCE INSPECTION

The source of delivered topsoil shall be subject to inspection.

1.4 DELIVERY, INSPECTION, STORAGE, AND HANDLING

1.4.1 Delivery

A delivery schedule shall be provided at least 10 calendar days prior to the first day of delivery.

1.4.1.1 Delivered Topsoil

Prior to the delivery of any topsoil, its availability shall be verified in paragraph TOPSOIL. A soil test shall be provided for topsoil delivered to the site.

1.4.1.2 Soil Amendments

Soil amendments shall be delivered to the site in the original, unopened containers bearing the manufacturer's chemical analysis. In lieu of containers, soil amendments may be furnished in bulk. A chemical analysis shall be provided for bulk deliveries.

1.4.2 Inspection

Seed shall be inspected upon arrival at the job site for conformity to species and quality. Seed that is wet, moldy, or bears a test date five months or older, shall be rejected. Other materials shall be inspected for compliance with specified requirements. The following shall be rejected: open soil amendment containers or wet soil amendments; topsoil that contains slag, cinders, stones, lumps of soil, sticks, roots, trash or other material over a minimum 1-1/2 inch diameter; and topsoil that contains viable plants and plant parts. Unacceptable materials shall be removed from the job site.

1.4.3 Storage

Materials shall be stored in designated areas. Seed shall be stored in cool, dry locations away from contaminants.

1.4.4 Handling

Except for bulk deliveries, materials shall not be dropped or dumped from vehicles.

1.4.5 Time Limitation

Hydroseeding time limitation for holding seed in the slurry shall be a maximum 24 hours.

2 PRODUCTS

2.1 SEED

2.1.1 Seed Classification

State-certified seed of the latest season's crop shall be provided in original sealed packages bearing the producer's guaranteed analysis for percentages of mixture, purity, germination, hard seed, weed seed content, and inert material. Labels shall be in conformance with AMS-01 and applicable state seed laws.

2.1.2 Permanent Seed Species and Mixtures

Permanent seed species and mixtures shall be proportioned by weight as follows:

Botanical Name	Common Name	Mixture Percent by Weight	Percent Pure Live Seed
		FIELD SEED	
Alopecurus pratensis	Meadow Foxtail	23.6	18.9 (min)
Festuca	Red Fescue	14.2	13.9 (min)

rubra			
Trifolium Repens (pre-inoculated)	White Dutch Clover	9.4	9.1 (min)
Calamagrotis canadensis	Blujoint Bentgrass	52.8	52.3

2.1.3 Temporary Seed Species

Temporary seed species for surface erosion control or overseeding shall be as follows:

Botanical Name	Common Name	Percent Pure Live Seed
Agrostis idahoensis	Idaho Bentgrass	25%
Festuca ovina	Sheep Fescue	25%
Lolium multiflorum	Annual Ryegrass	25%
Trifolium incarnatum	Crimson Clover	25%

2.1.4 Quality

Weed seed shall be a maximum 1 percent by weight of the total mixture.

2.1.5 Seed Mixing

The mixing of seed may be done by the seed supplier prior to delivery, or on site as directed.

2.1.6 Substitutions

Substitutions will not be allowed without written request and approval from the Contracting Officer.

2.2 TOPSOIL

Topsoil shall be as defined in ASTM D 5268. When available, the topsoil shall be the existing surface soil stripped and stockpiled onsite in accordance with Section 02300 EARTHWORK. When additional topsoil is required beyond the available topsoil from the stripping operation, topsoil shall be delivered and amended as recommended by the soil test for the seed specified. Topsoil shall be free from slag, cinders, stones, lumps of soil, sticks, roots, trash or other material over a minimum 1-1/2 inch diameter. Topsoil shall be free from viable plants and plant parts. Minimum topsoil thickness shall be 4-inch.

2.2.1 Fertilizer

No fertilizer can be used on this site due to its proximity to waterways.

2.2.2 Organic Material

Organic material shall consist of either bonemeal, rotted manure, decomposed wood derivatives, recycled compost, or worm castings.

2.2.2.1 Bonemeal

Bonemeal shall be finely ground, steamed bone product containing from 2 to 4 percent nitrogen and 16 to 40 percent phosphoric acid.

2.2.2.2 Rotted Manure

Rotted manure shall be unleached horse, chicken or cattle manure containing a maximum 25 percent by volume of straw, sawdust, or other bedding materials. It shall contain no chemicals or ingredients harmful to plants. The manure shall be heat treated to kill weed seeds and be free of stones, sticks, and soil.

2.2.2.3 Decomposed Wood Derivatives

Decomposed wood derivatives shall be ground bark, sawdust, yard trimmings, or other wood waste material that is free of stones, sticks, soil, and toxic substances harmful to plants, and is fully composted or stabilized with nitrogen.

2.3 MULCH

Mulch shall be free from weeds, mold, and other deleterious materials. Mulch materials shall be native to the region.

2.3.1 Wood Cellulose Fiber

Wood cellulose fiber shall not contain any growth or germination-inhibiting factors and shall be dyed an appropriate color to facilitate placement during application. Composition on air-dry weight basis: 9 to 15 percent moisture, pH range from 4.5 to 6.0.

2.4 WATER

Water shall be the responsibility of the Contractor, unless otherwise noted. Water shall not contain elements toxic to plant life.

3 EXECUTION

3.1 INSTALLING SEED TIME AND CONDITIONS

3.1.1 Seeding Time

Seed shall be sown anytime that seeding conditions are met.

3.1.2 Seeding Conditions

Seeding operations shall be performed only during periods when beneficial results can be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. When special conditions warrant a variance to the seeding operations, proposed alternate times shall be submitted for approval.

3.1.3 Equipment Calibration

Immediately prior to the commencement of seeding operations, calibration tests shall be conducted on the equipment to be used. These tests shall confirm that the equipment is operating within the manufacturer's specifications and will meet the specified criteria. The equipment shall be calibrated a minimum of once every day during the operation. The calibration test results shall be provided within 1 week of testing.

3.1.4 Soil Test

Delivered topsoil, existing soil in smooth graded areas, and stockpiled topsoil shall be tested in accordance with ASTM D 5268 and ASTM D 4972 for determining the particle size, pH, organic matter content, textural class, chemical analysis, soluble salts analysis, and mechanical analysis. Sample collection on site shall be random over the entire site. Sample collection for stockpiled topsoil shall be at different levels in the stockpile. The soil shall be free from debris, noxious weeds, toxic substances, or other materials harmful to plant growth. The test shall determine the quantities and type of soil amendments required to meet local growing conditions for the seed species specified.

3.2 SITE PREPARATION

3.2.1 Finished Grade and Topsoil

The Contractor shall verify that finished grades are as indicated on drawings, and the placing of topsoil, smooth grading, and compaction requirements have been completed in accordance with Section 02300 EARTHWORK, prior to the commencement of the seeding operation.

3.2.2 Tillage

Soil on slopes up to a maximum 3-horizontal-to-1-vertical shall be tilled to a minimum 4 inch depth. On slopes between 3-horizontal-to-1-vertical and 1-horizontal-to-1 vertical, the soil shall be tilled to a minimum 2 inch depth by scarifying with heavy rakes, or other method. Rototillers shall be used where soil conditions and length of slope permit. On slopes 1-horizontal-to-1 vertical and steeper, no tillage is required. Drainage patterns shall be maintained as indicated on drawings. Areas compacted by construction operations shall be completely pulverized by tillage. Soil used for repair of surface erosion or grade deficiencies shall conform to topsoil requirements.

3.2.3 Prepared Surface

3.2.3.1 Preparation

The prepared surface shall be a maximum 1 inch below the adjoining grade of any surfaced area. New surfaces shall be blended to existing areas. The prepared surface shall be completed with a light raking to remove debris.

3.2.3.2 Protection

Areas with the prepared surface shall be protected from compaction or damage by vehicular or pedestrian traffic and surface erosion.

3.3 INSTALLATION

Prior to installing seed, any previously prepared surface compacted or damaged shall be reworked to meet the requirements of paragraph SITE PREPARATION. Seeding operations shall not take place when the wind velocity will prevent uniform seed distribution.

3.3.1 Installing Seed

Seeding method shall be Hydroseeding. Seeding procedure shall ensure even coverage. Gravity feed applicators, which drop seed directly from a hopper onto the prepared soil, shall not be used because of the difficulty in achieving even coverage, unless otherwise approved. Absorbent polymer powder shall be mixed with the dry seed at the rate recommended by the manufacturer.

3.3.2 Hydroseeding

Seed shall be mixed to ensure broadcast at the rate of 175 pounds per acre. Seed shall be added to water and thoroughly mixed to meet the rates specified. The time period for the seed to be held in the slurry shall be a maximum 24 hours. Wood cellulose fiber mulch and tackifier shall be added at the rates recommended by the manufacturer after the seed and water have been thoroughly mixed to produce a homogeneous slurry. Slurry shall be uniformly applied under pressure over the entire area. The hydroseeded area shall not be rolled.

3.3.3 Watering Seed

Watering shall be started immediately after completing the seeding of an area. Water shall be applied to supplement rainfall at a rate sufficient to ensure moist soil conditions to a minimum 1 inch depth. Run-off and puddling shall be prevented. Watering trucks shall not be driven over turf areas, unless otherwise directed. Watering of other adjacent areas or plant material shall be prevented.

3.3.4 Temporary Seeding

When directed during contract delays affecting the seeding operation or when a quick cover is required to prevent surface erosion, the areas designated shall be seeded in accordance with temporary seed species listed under Paragraph SEED.

3.3.4.1 Soil Amendments

When soil amendments have not been applied to the area, the quantity of 1/2 of the required soil amendments shall be applied and the area tilled in accordance with paragraph SITE PREPARATION. The area shall be watered in accordance with paragraph Watering Seed.

3.3.4.2 Remaining Soil Amendments

The remaining soil amendments shall be applied in accordance with the paragraph Tillage when the surface is prepared for installing seed.

3.4 QUANTITY CHECK

For materials provided in bags, the empty bags shall be retained for recording the amount used. For materials provided in bulk, the weight certificates shall be retained as a record of the amount used. The amount of material used shall be compared with the total area covered to determine the rate of application used. Differences between the quantity applied and the quantity specified shall be adjusted as directed.

3.5 RESTORATION AND CLEAN UP

3.5.1 Restoration

Existing turf areas, pavements, and facilities that have been damaged from the seeding operation shall be restored to original condition at Contractor's expense.

3.5.2 Clean Up

Excess and waste material shall be removed from the seeded areas and shall be disposed offsite. Adjacent paved areas shall be cleaned.

3.6 PROTECTION OF INSTALLED AREAS

Immediately upon completion of the seeding operation in an area, the area shall be protected against traffic or other use by erecting barricades and providing signage as required, or as directed.

3.7 SEED ESTABLISHMENT PERIOD

3.7.1 Commencement

The seed establishment period to obtain a healthy stand of grass plants shall begin on the first day of work under this contract and shall end 3 months after the last day of the seeding operation. Written calendar time period shall be furnished for the seed establishment period. When there is more than 1 seed establishment period, the boundaries of the seeded area covered for each period shall be described. The seed establishment period shall be coordinated with 02930 EXTERIOR PLANTING. The seed establishment period

shall be modified for inclement weather, shut down periods, or for separate completion dates of areas.

3.7.2 Satisfactory Stand of Grass Plants

Grass plants shall be evaluated for species and health when the grass plants are a minimum 1 inch high.

3.7.2.1 Field Area

A satisfactory stand of grass plants from the seeding operation for a field area shall be a minimum 20 grass plants per square foot. The total bare spots shall not exceed 2 percent of the total seeded area.

3.7.3 Maintenance During Establishment Period

Maintenance of the seeded areas shall include eradicating weeds, insects and diseases; protecting embankments and ditches from surface erosion; maintaining erosion control materials and mulch; protecting installed areas from traffic; watering.

3.7.3.1 Repair or Reinstall

Unsatisfactory stand of grass plants and mulch shall be repaired or reinstalled, and eroded areas shall be repaired in accordance with paragraph SITE PREPARATION.

3.7.3.2 Maintenance Record

A record of each site visit shall be furnished, describing the maintenance work performed; areas repaired or reinstalled; and diagnosis for unsatisfactory stand of grass plants.

END OF SECTION

This Section added in it's entirety by Amendment R0003

SECTION 02930

EXTERIOR PLANTING

1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NURSERY AND LANDSCAPE ASSOCIATION (ANLA)

ANLA ANSI/ANLA Z60.1	(1996) American Standard for Nursery Stock

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI A300	(1995) Tree Care Operations - Trees, Shrubs and other Woody Plant Maintenance

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 602	(1995a) Agricultural Liming Materials
ASTM D 4972	(1995a) pH of Soils
ASTM D 5034	(1995) Breaking Strength and Elongation of Textile Fabrics (Grab Test)
ASTM D 5035	(1995) Breaking Strength and Elongation of Textile Fabrics (Grab Test)
ASTM D 5268	(1992; R1996) Topsoil Used for Landscaping Purposes
ASTM D 5883	(1996) Standard Guide for Use of Rotary Kiln Produced Expanded Shale, Clay or Slate (ESCS) as a Mineral Amendment in Topsoil Used for Landscaping and Related Purposes

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

Data

Weed Barrier Fabric; FIO. Chemical Treatment Material; FIO.

Manufacturer's literature including physical characteristics, application and installation instructions for weed barrier fabric and chemical treatment material.

Schedules

Equipment; FIO.

A listing of equipment to be used for the planting operation.

Statements

Delivery; FIO.

Delivery schedule.

Finished Grade, Topsoil and Underground Utilities; FIO.

Finished grade status; location of underground utilities and facilities; and availability of topsoil from the stripping and stock piling operation.

Reports

Soil Test; FIO.

Certified reports of inspections and laboratory tests, prepared by an independent testing agency, including analysis and interpretation of test results. Each report shall be properly identified. Test methods used and compliance with recognized test standards shall be described.

Certificates

Plant Material; GA. Topsoil; FIO. pH Adjuster; FIO. Fertilizer; FIO. Organic Material; FIO. Organic Mulch; FIO. Pesticide; FIO.

Prior to delivery of materials, certificates of compliance attesting that materials meet the specified requirements. Certified copies of the material certificates shall include the following.

a. Plant Material: Classification, botanical name, common name, size, quantity by species, and location where grown.

b. Topsoil: Particle size, pH, organic matter content, textural class, soluble salts, chemical and mechanical analyses.

e. Organic Material: Composition and source.

g. Organic Mulch: Composition, source, and treatment against fungi growth.

Samples

Delivered Topsoil; FIO.

Samples taken from several locations at the source.

Mulch; FIO.

Manufacturers literature.

Records

Plant Establishment Period; G.

Calendar time period for the plant establishment period. When there is more than one establishment period, the boundaries of the planted areas covered for each period shall be described.

Maintenance Record; FIO.

Maintenance work performed, quantity of plant losses, and replacements; and diagnosis of unhealthy plant material.

Operation and Maintenance Manuals

Maintenance Instructions; FIO.

Instruction for year-round care of installed plant material.

1.3 SOURCE INSPECTIONS

The nursery or source of plant material and the source of delivered topsoil shall be subject to inspection.

1.4 DELIVERY, INSPECTION, STORAGE, AND HANDLING

1.4.1 Delivery

A delivery schedule shall be provided at least 10 working days prior to the first day of delivery.

1.4.1.1 Plant Material Identification

Plant material shall be identified with attached, durable, waterproof labels and weather-resistant ink, stating the correct botanical and common plant name and size.

1.4.1.2 Protection During Delivery

Plant material shall be protected during delivery to prevent desiccation and damage to the branches, trunk, root system, or earth ball. Branches shall be protected by tying-in. Exposed branches shall be covered during transport.

1.4.1.3 Delivered Topsoil

Prior to the delivery of any topsoil, the availability of topsoil shall be verified in paragraph TOPSOIL. A soil test shall be provided for delivered topsoil.

1.4.2 Inspection

Plant material shall be well shaped, vigorous and healthy with a healthy, well-branched root system, free from disease, harmful insects and insect eggs, sunscald injury, disfigurement or abrasion. Plant material shall be checked for unauthorized substitution and to establish nursery-grown status. Plant material showing desiccation, abrasion, sunscald injury, disfigurement, or unauthorized substitution shall be rejected. The plant material shall exhibit typical form of branch to height ratio; and meet the caliper and height measurements specified. Plant material that measures less than specified, or has been poled, topped off or headed back, shall be rejected. Container-grown plant material shall show new fibrous roots and the root mass shall contain its shape when removed from the container. Plant material with broken or cracked balls; or broken containers shall be rejected. Bare-root plant material that is not dormant or is showing roots were pulled from the ground shall be rejected. Other materials shall be inspected for compliance with paragraph PRODUCTS. Open soil amendment containers or wet soil amendments shall be rejected. Topsoil that contains slag, cinders, stones, lumps of soil, sticks, roots, trash or other material larger than 1-1/2 inch diameter shall be rejected. Topsoil that contains viable plant material and plant parts shall be rejected. Unacceptable material shall be removed from the job site.

1.4.3 Storage

1.4.3.1 Plant Material Storage

Plant material not installed on the day of arrival at the site shall be stored and protected in designated areas and approved by the Contracting Officer. Plant material shall not be stored longer than 30 days. Plant material shall be protected from direct exposure to wind and sun. Bare-root plant material shall be heeled-in. All plant material shall be kept in a moist condition by watering with a fine mist spray until installed.

1.4.3.2 Other Material Storage

Storage of other material shall be in designated areas approved by Contracting Officer. Soil amendments shall be stored in dry locations and away from contaminants. Chemical treatment material shall be stored according to manufacturer's instructions and not with planting operation material.

1.4.4 Handling

Plant material shall not be injured in handling. Cracking or breaking the earth ball of balled and burlapped plant material shall be avoided. Plant material shall not be handled by the trunk or stems. Materials shall not be dropped from vehicles.

1.4.5 Time Limitation

Except for container-grown plant material, the time limitation from digging to installing plant material shall be a maximum 15 days. The time limitation between installing the plant material and placing the mulch shall be a maximum 24 hours.

1.5 WARRANTY

Furnished plant material shall have a warranty for plant growth to be in a vigorous growing condition for a minimum 12-month period from installation date. A minimum 12-month calendar time period for the warranty of plant growth shall be provided regardless of the contract time period. When plant material is determined to be unhealthy in accordance with paragraph PLANT ESTABLISHMENT PERIOD, it shall be replaced once under this warranty.

2 PRODUCTS

2.1 PLANT MATERIAL

2.1.1 Plant Material Classification

The plant material shall be nursery grown stock conforming to ANLA ANSI/ANLA Z60.1 and shall be the species specified.

2.1.2 Plant Schedule

The plant schedule shall provide botanical names as included in one or more of the publications listed under "Nomenclature" in ANLA ANSI/ANLA Z60.1.

2.1.3 Substitutions

Substitutions will not be permitted without written request and approval from the Contracting Officer.

2.1.4 Quality

Well-shaped, well-grown, vigorous plant material having healthy and well-branched root systems in accordance with ANLA ANSI/ANLA Z60.1 shall be provided. Plant material shall be provided free from disease, harmful insects and insect eggs, sunscald injury, disfigurement and abrasion. Plant material shall be free of shock or damage to branches, trunk, or root systems, which may occur from the digging and preparation for shipment, method of shipment, or shipment. Plant quality is determined by the growing conditions; method of shipment to maintain health of the root system; and growth of the trunk and crown as follows.

2.1.5 Growing Conditions

Plant material shall be native to or well suited to the growing conditions of the project site. Plant material shall be grown under climatic conditions similar to those at the project site.

2.1.6 Method of Shipment to Maintain Health of Root System

2.1.6.1 Container-Grown (C) Plant Material

Container size shall be in accordance with ANLA ANSI/ANLA Z60.1. Plant material shall be grown in a container over a duration of time for new fibrous roots to have developed and for the root mass to retain its shape and hold together when removed from the container. Container-grown plant material shall be inoculated with mycorrhizal fungi during germination

in the nursery. Before shipment the root system shall be dipped in gels containing mycorrhizal fungi inoculum. The container shall be sufficiently rigid to hold ball shape and protect root mass during shipping.

2.1.7 Growth of Trunk and Crown

2.1.7.1 Deciduous Trees

A height to caliper relationship shall be provided in accordance with ANLA ANSI/ANLA Z60.1. Height of branching shall bear a relationship to the size and species of tree specified and with the crown in good balance with the trunk. The trees shall not be "poled" or the leader removed.

a. Single stem: The trunk shall be straight and symmetrical with crown and have a persistent main leader.

b. Multi-stem: All countable stems, in aggregate, shall average the size specified. To be considered a stem, there shall be no division of the trunk that branches more than 6 inches from ground level.

c. Specimen: The tree provided shall be well branched and pruned naturally according to the species. The form of growth desired, which may not be in accordance with natural growth habit, shall be as indicated.

2.1.7.2 Deciduous Shrubs

Deciduous shrubs shall have the height and number of primary stems recommended by ANLA ANSI/ANLA Z60.1. Acceptable plant material shall be well shaped, with sufficient well-spaced side branches, and recognized by the trade as typical for the species grown in the region of the project.

2.1.7.3 Coniferous Evergreen Plant Material

Coniferous Evergreen plant material shall have the height-to-spread ratio recommended by ANLA ANSI/ANLA Z60.1. The coniferous evergreen trees shall not be "poled" or the leader removed. Acceptable plant material shall be exceptionally heavy, well shaped and trimmed to form a symmetrical and tightly knit plant. The form of growth desired shall be as indicated.

2.1.7.4 Broadleaf Evergreen Plant Material

Broadleaf evergreen plant material shall have the height-to-spread ratio recommended by ANLA ANSI/ANLA Z60.1. Acceptable plant material shall be well shaped and recognized by the trade as typical for the variety grown in the region of the project.

2.1.7.5 Ground Cover and Vine Plant Material

Ground cover and vine plant material shall have the minimum number of runners and length of runner recommended by ANLA ANSI/ANLA Z60.1. Plant material shall have heavy, well-developed and balanced crown with vigorous, well-developed root system and shall be furnished in containers.

2.1.8 Plant Material Size

Plant material shall be furnished in sizes indicated. Plant material larger in size than specified may be provided at no additional cost to the Government.

2.1.9 Plant Material Measurement

Plant material measurements shall be in accordance with ANLA ANSI/ANLA Z60.1.

2.2 TOPSOIL

Topsoil shall be as defined in ASTM D 5268. Topsoil shall be delivered and amended as recommended by the soil test for the plant material specified. Topsoil shall be free from slag, cinders, stones, lumps of soil, sticks, roots, trash or other material over a minimum 1-1/2 inch diameter. Topsoil shall be free from viable plants and plant parts. Minimum topsoil thickness shall be 4-inch.

2.3 MULCH

Mulch shall be free from weeds, mold, and other deleterious materials. Mulch materials shall be native to the region.

2.3.1 Organic Mulch

Organic mulch materials shall be ground or shredded fir or hemlock bark, wood chips, ½" to 1" in size.

2.4 WOOD STAKING MATERIAL

Wood stakes shall be hardwood or fir; rough sawn; free from knots, rot, cross grain, or other defects that would impair their strength.

2.4.1 Bracing Stake

Wood bracing stakes shall be a minimum 2 x 2-inch square and a minimum 8 feet long with a point at one end. Stake shall be set without damaging rootball.

2.4.2 Wood Ground Stakes

Wood ground stakes shall be a minimum of 2 x 2 inch square and a minimum 3 feet long with a point at one end.

2.4.3 Deadmen

Wood deadmen shall be a minimum 4 x 4 x 36 inches long.

2.4.4 Guying Material

Metal guying material shall be a minimum 12-gauge wire. Multi-strand cable shall be woven wire. Guying material tensile strength shall conform to the size of tree to be held firmly in place.

2.4.5 Turnbuckle

Metal turnbuckles shall be galvanized or cadmium-plated steel, and shall be a minimum 3 inches long with closed screw eyes on each end. Screw thread tensile strength shall conform to the size of tree to be held firmly in place.

2.4.6 Chafing Guard

Plastic chafing guards shall be used to protect tree trunks and branches when metal is used as guying material. The material shall be the same color throughout the project site. Length shall be a minimum 1.5 times the circumference of the plant trunk at its base.

2.5 RUBBER GUYING MATERIAL

Rubber chafing guards, consisting of recycled material, shall be used to protect tree trunks and branches when metal guying material is applied. The material shall be the same color throughout the project. Length shall be a minimum 1.5 times the circumference of the plant trunk at its base.

2.6 MYCORRHIZAL FUNGI INOCULUM

Mycorrhizal fungi inoculum shall be composed of multiple-fungus inoculum as recommended by the manufacturer for the plant material specified.

2.7 WATER

A suitable water source from the City of Snoqualmie municipal water supply will be available at the project site. The source will have a quick-connect. The water line will be installed by others promptly after excavation at the site is complete. Any requirement for water prior to the waterline installation shall be the responsibility of the Contractor. Water provided by the Contractor shall not contain elements toxic to plant life.

3 EXECUTION

3.1 INSTALLING PLANT MATERIAL TIME AND CONDITIONS

3.1.1 Plant Material Time

Plant material shall be installed from October to January.

3.1.2 Plant Material Conditions

Planting operations shall be performed only during periods when beneficial results can be obtained. When drought, excessive moisture, frozen ground or other unsatisfactory conditions prevail, the work shall be stopped when directed. When special conditions warrant a variance to the planting operations, proposed planting times shall be submitted for approval.

3.1.3 Tests

3.1.3.1 Soil Test

Delivered topsoil, excavated plant pit soil, and stockpiled topsoil shall be tested in accordance with ASTM D 5268 and ASTM D 4972 for determining the particle size, pH, organic matter content, textural class, chemical analysis, soluble salts analysis, and mechanical analysis. Sample collection onsite shall be random over the entire site. Sample collection for stockpiled topsoil shall be at different levels in the stockpile. The soil shall be free from debris, noxious weeds, toxic substances, or other materials harmful to plant growth. The test shall determine the quantities and type of soil amendments required to meet local growing conditions for the plant material specified.

3.2 SITE PREPARATION

3.2.1 Finished Grade, Topsoil and Underground Utilities

The Contractor shall verify that finished grades are as indicated on drawings, and that the placing of topsoil, the smooth grading, and the compaction requirements have been completed in accordance with Section 02300 EARTHWORK and Section 02921 SEEDING, prior to the commencement of the planting operation. The location of underground utilities and facilities in the area of the planting operation shall be verified. Damage to underground utilities and facilities shall be repaired at the Contractor's expense.

3.2.2 Layout

Plant material locations and bed outlines shall be staked on the project site before any excavation is made. Plant material locations may be adjusted to meet field conditions as determined by the Contracting Officer.

3.2.3 Protecting Existing Vegetation

When there are established lawns in the planting area, the turf shall be covered and/or protected during planting operations. Existing trees, shrubs, and plant beds that are to be preserved shall be barricaded along the dripline to protect them during planting operations.

3.3 EXCAVATION

3.3.1 Obstructions Below Ground

When obstructions below ground affect the work, shop drawings showing proposed adjustments to plant material location, type of plant and planting method shall be submitted for approval.

3.3.2 Plant Pits

Plant pits for container plant material shall be dug to a depth equal to the height of the root ball as measured from the base of the ball to the base of the plant trunk. Plant pits shall be dug a minimum 50 percent wider than the ball or root system to allow for root expansion. The pit shall be constructed with sides sloping towards the base as a cone, to encourage well-

aerated soil to be available to the root system for favorable root growth. Cylindrical pits with vertical sides shall not be used. Pit sides will be scarified to prevent glazing.

3.4 INSTALLATION

3.4.1 Setting Plant Material

Plant material shall be set plumb and held in position until sufficient soil has been firmly placed around root system or ball. In relation to the surrounding grade, the plant material shall be set even with the grade at which it was grown.

3.4.2 Backfill Soil Mixture

The backfill soil mixture shall be a mix of 1 part imported topsoil and 1 part existing excavated soil.

3.4.3 Backfill Procedure

Prior to backfilling, all metal, wood, synthetic products, or treated burlap devices shall be removed from the ball or root system avoiding damage to the root system. The backfill procedure shall remove air pockets from around the root system. Additional requirements are as follows.

3.4.3.1 Container-Grown

The plant material shall be carefully removed from containers that are not biodegradable. Prior to setting the plant in the pit, a maximum 1/4 depth of the root mass, measured from the bottom, shall be spread apart to promote new root growth. For plant material in biodegradable containers the container shall be split prior to setting the plant with container. Backfill mixture shall be added to the plant pit in 6-inch layers with each layer tamped. Fertilizer shall be applied at the rate recommended by the manufacturer.

3.4.3.2 Earth Berm

An earth berm, consisting of backfill soil mixture, shall be formed with a minimum 4-inch height 2’ our from the plant to aid in water retention and to provide soil for settling adjustments.

3.4.4 Plant Bed

Plant material shall be set in plant beds according to the drawings. Backfill soil mixture shall be placed on previously scarified subsoil to completely surround the root balls, and shall be brought to a smooth and even surface, blending to existing areas. Earth berms shall be provided around individual shrubs and ground cover areas..

3.4.5 Watering

Plant pits and plant beds shall be watered immediately after backfilling, until completely saturated.

3.4.6 Staking and Guying

Staking will be required when trees are unstable or will not remain set due to their size, shape, or exposure to high wind velocity.

3.4.6.1 One Bracing Stake

Trees 4 to 6 feet high shall be firmly anchored in place with one bracing stake. The bracing stake shall be placed on the side of the tree facing the prevailing wind. The bracing stake shall be driven vertically into firm ground and shall not injure the ball or root system. The tree shall be held firmly to the stake with a double strand of guying material. The guying material shall be firmly anchored at a minimum 1/2-tree height and shall prevent girdling. A chafing guard shall be used when metal is the guying material.

3.4.6.2 Two Bracing Stakes

Trees from 6 to 8 feet height shall be firmly anchored in place with 2 bracing stakes placed on opposite sides. Bracing stakes shall be driven vertically into firm ground and shall not injure the ball or root system. The tree shall be held firmly between the stakes with a double strand of guying material. The guying material shall be firmly anchored at a minimum 1/2-tree height and shall prevent girdling. Chafing guards shall be used when metal is the guying material.

3.5 FINISHING

3.5.1 Plant Material

Prior to placing mulch, the installed area shall be uniformly edged to provide a clear division line between the planted area and the adjacent turf area, shaped as indicated. The installed area shall be raked and smoothed while maintaining the earth berms.

3.5.2 Placing Mulch

The placement of mulch shall occur a maximum 48 hours after planting. Mulch, used to reduce soil water loss, regulate soil temperature and prevent weed growth, shall be spread to cover the installed area with a minimum 3-inch uniform thickness. Mulch shall be kept out of the crowns of shrubs to a distance of 4”-6”, ground cover, and vines and shall be kept off buildings, sidewalks and other facilities.

3.5.3 Pruning

Trained and experienced personnel shall accomplish pruning. The pruning of trees and palms shall be in accordance with ANSI A300. Only dead or broken material shall be pruned from installed plants. The typical growth habit of individual plant material shall be retained. Clean cuts shall be made flush with the parent trunk. Improper cuts, stubs, dead and broken branches shall be removed. "Headback" cuts at right angles to the line of growth will not be permitted. Trees shall not be poled or the leader removed, nor shall the leader be pruned or "topped off".

3.6 MAINTENANCE DURING PLANTING OPERATION

Installed plant material shall be maintained in a healthy growing condition. Maintenance operations shall begin immediately after each plant is installed to prevent desiccation and shall continue until the plant establishment period commences. Installed areas shall be kept free of weeds, grass, and other undesired vegetation. The maintenance includes maintaining the mulch, watering, and adjusting settling.

3.7 RESTORATION AND CLEAN UP

3.7.1 Restoration

Turf areas, pavements, facilities and any other existing vegetation that have been damaged from the planting operation shall be restored to original condition at the Contractor's expense.

3.7.2 Clean Up

Excess and waste material shall be removed from the installed area and shall be disposed offsite. Adjacent paved areas shall be cleared.

3.8 PLANT ESTABLISHMENT PERIOD

3.8.1 Commencement

Upon completion of the last day of the planting operation, the plant establishment period for maintaining installed plant material in a healthy growing condition shall commence and shall be in effect for the remaining contract time period, not to exceed 12 months. Written calendar time period shall be furnished for the plant establishment period. When there is more than one plant establishment period, the boundaries of the planted area covered for each period shall be described. The plant establishment period shall be coordinated with Section 02935 TURF. The plant establishment period shall be modified for inclement weather shut down periods, or for separate completion dates for areas.

3.8.2 Maintenance During Establishment Period

Maintenance of plant material shall include straightening plant material, straightening stakes; tightening guying material; correcting girdling; supplementing mulch; pruning dead or broken branch tips; maintaining plant material labels; watering; eradicating weeds, insects and disease; post-fertilization; and removing and replacing unhealthy plants. Tree staking material to be taken out during last month of maintenance period.

3.8.2.1 Watering Plant Material

The plant material shall be watered as necessary to prevent desiccation and to maintain an adequate supply of moisture within the root zone. An adequate supply of moisture is estimated to be the equivalent of 1 inch absorbed water per week, delivered in the form of rain or augmented by watering. Run-off, puddling and wilting shall be prevented. Unless otherwise directed, watering trucks shall not be driven over turf areas..

3.8.2.2 Weeding

Grass and weeds in the installed areas shall not be allowed to reach a maximum 3 inches height before being completely removed, including the root system.

3.8.2.3 Plant Pit Settling

When settling occurs to the backfill soil mixture, additional backfill soil shall be added to the plant pit or plant bed until the backfill level is equal to the surrounding grade. Serious settling that affects the setting of the plant in relation to the maximum depth at which it was grown requires replanting in accordance with paragraph INSTALLATION. The earth berm shall be maintained.

3.8.2.4 Maintenance Record

A record shall be furnished describing the maintenance work performed, the quantity of plant losses, diagnosis of the plant loss, and the quantity of replacements made on each site visit.

3.8.3 Unhealthy Plant Material

A tree shall be considered unhealthy or dead when the main leader has died back, or up to a maximum 25 percent of the crown has died. A shrub shall be considered unhealthy or dead when up to a maximum 25 percent of the plant has died. This condition shall be determined by scraping on a branch an area 1/16 inch square, maximum, to determine if there is a green cambium layer below the bark. The Contractor shall determine the cause for unhealthy plant material and shall provide recommendations for replacement. Unhealthy or dead plant material shall be removed immediately and shall be replaced as soon as seasonal conditions permit.

3.8.4 Replacement Plant Material

Unless otherwise directed, plant material shall be provided for replacement in accordance with paragraph PLANT MATERIAL. Replacement plant material shall be installed in accordance with paragraph INSTALLATION, and recommendations in paragraph PLANT ESTABLISHMENT PERIOD. Plant material shall be replaced in accordance with paragraph WARRANTY. An extended plant establishment period shall not be required for replacement plant material.

3.8.5 Maintenance Instructions

Written instructions shall be furnished containing drawings and other necessary information for year-round care of the installed plant material; including, when and where maintenance should occur, and the procedures for plant material replacement.

END OF SECTION

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